Supreme Court of the United States

OCTOBER TERM, 1968

No. 925

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

—v.—

J. H. RUTTER REX MANUFACTURING COMPANY, INC., ET AL.,
Respondent.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

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SUPPLEMENTAL DECISION AND ORDER

(Title omitted—Nos. 15-CA-721
15-CA-723)

(For Release Afternoon Papers—June 9, 1966)

On February 13, 1956, the National Labor Relations Board issued a Decision and Order [1] in the above-entitled case, in which it found that Respondent violated Section 8(a)(5) and (1) of the National Labor Relations Act, as amended, by unlawfully prolonging a strike of its employees. The Board ordered Respondent to offer, upon application, to all those employees who went on strike on April 21, 1954, or thereafter, immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, dismissing if necessary, all persons hired on or after that date, and make such applicants whole for any loss of pay suffered by reasons of the Respondent's refusal, if any, to reinstate them, from 5 days after the date of their application to the dates of Respondent's offer of reinstatement. Thereafter, on June 10, 1957, the Court of Appeals for the Fifth Circuit issued its decision granting enforcement of the Board's Order.[2]

On November 16, 1961, the Regional Director for Region 15 of the National Labor Relations Board issued a Backpay Specification and notified Respondent of its right to file an answer to the Specification within 15 days. After obtaining an extention of time to file its answer, Respondent filed a motion for an injunction in the Court of Appeals for the Fifth Circuit, seeking to enjoin the Board from proceeding further in the matter because of the lapse of time between the end of the strike and the filing of the Backpay Specification. On August 28, 1962,

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[1] J. H. Rutter-Rex Manufacturing Company, Inc., 115 NLRB 388.

[2] *N.L.R.B.* v. *J. H. Rutter-Rex Manufacturing Company, Inc.*, 245 F. 2d 594. The Court entered its decree of enforcement on August 19, 1957.

the Court denied Respondent's motion for a permanent injunction.[3]

Respondent filed its answer to the Backpay Specification on September 4, 1962. On October 3, 1962, Counsel for the General Counsel filed a Motion to Strike Respondent's Answer to Backpay Specification and for Judgment on the Pleadings. Respondent filed an opposition thereto. The Trial Examiner granted the General Counsel's motion in substantial part but with leave to Respondent to file an amended answer at a later date. Pursuant to notice, a hearing was held on November 13-16, 1962, before Trial Examiner Owsley Vose for the purpose of determining the validity of the method of computing backpay. At the hearing, Respondent contended that it had no obligation to reinstate any of the strikers because the Board's Order was wholly prospective in operation and that all the strikers had applied for reinstatement before the entry of the Board's Order herein. The Respondent also contended that the Board's method of computation in the Backpay Specification was unreasonable. On January 23, 1963, Trial Examiner Vose issued the attached Preliminary Intermediate Report and Order in Backpay Proceeding, in which he approved the method of computing backpay set forth in the Specification, but provided that such computation should be subject to a 6 percent reduction which he found necessary in order fully to reflect the number of absences characteristic of a typical employee, and in which he rejected Respondent's argument with regard to its liability to reinstate the strikers, discussed *infra*. Thereafter, on various dates between February 12, 1963, and September 30, 1963, hearings were held on the issues raised by the Backpay Specification and the Respondent's amended answer.

On June 2, 1964, the Trial Examiner issued the attached Supplemental Decision in Backpay Proceeding, in which he ordered specific amounts of backpay to approximately 172 claimants and denied backpay to approximately 35 others. The Recommended Supplemental Order also provides for payment of simple interest at 6 percent

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[3] 305 F. 2d 242 (C.A. 5), July 19, 1962; 50 LRRM 2770.

on the backpay due for each quarter commencing from the date of his Decision. Thereafter, Respondent, General Counsel, and the Union filed exceptions to the Supplemental Decision and supporting briefs. Subsequently, Respondent also filed a motion requesting the Board to reopen the record. The General Counsel and the Union filed oppositions thereto. This motion is denied for the reasons given in our discussion below.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings made by the Trial Examiner at the hearings and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the entire record in this case, including the Preliminary Intermediate Report and the Supplemental Decision, the parties' exceptions and briefs, Respondent's Motion to Reopen the Record, and the General Counsel's and the Union's oppositions thereto, and hereby adopts the findings,[4] conclusions, and recommendations of the Trial Examiner except to the extent that they are modified below.[5]

1. Respondent's request to include in the record a copy of its letter dated March 4, 1963, directed to the Board and General Counsel, and giving reasons in support of its requests for *subpoenas duces tecum*, is granted. However, its motion to overrule the revocation of such subpoenas and to reopen the record for further cross-examination upon documents to be furnished by the General Counsel under such subpoenas is denied. In our opinion, *General Engineering, Inc.* v. *N.L.R.B.*, 341 F. 2d 367 (C.A. 9), upon which the Respondent relies in support of its motion, is not applicable to the facts of this case. In *General Engineering*, the Court emphasized that the

[4] The Trial examiner used the term "Respondent" instead of the term "General Counsel" in line 6, page 173, of his Supplemental Decision. We hereby correct this inadvertent error.

[5] The Respondent has requested oral argument. This request is hereby denied because the record, exceptions, and briefs adequately present the issues and the positions of the parties

evidence sought to be adduced by the *subpoenas duces tecum* was material and relevant to the issues in the case and that the failure of the Trial Examiner and the Board to require its production was attributable solely to observance of Section 102.118 of the Board's Rules and Regulations and Statements of Procedure, Series 8, as amended, revised January 1, 1965, which forbids employees of the Board from producing records and documents of the Agency without the written consent of the Board or the General Counsel. The Court there held that the Board was not entitled to rely solely upon such a provision in the Rules as justification for the withholding of relevant material to the production of which the party requesting it would otherwise be entitled. In the present case, Counsel for the General Counsel in both of his petitions to revoke specifically asserted the immateriality and irrelevancy of the evidence sought to be adduced, and, as to the items which the Trial Examiner did not require to be produced, we are convinced that Counsel for the General Counsel's objections to the irrelevancy and the immateriality of these items are well taken.

Likewise, in contrast with the *General Engineering* case, here the Trial Examiner in his rulings did not rely upon the Board Rule mentioned above. Thus, although the General Counsel in his letter of March 8, 1963, to the Respondent denied permission to representatives of the Board in New Orleans to produce any of the items listed in the *subpoenas duces tecum*, the Trial Examiner did require the production of many of the items listed in both subpoenas and they were in fact produced at the hearing. During the hearing, the Trial Examiner exhibited concern lest the Respondent be prejudiced in its cross-examination of witnesses by the General Counsel's withholding of documents under a strict interpertation of Section 102.118 of the Rules. For this reason, the Trial Examiner required the General Counsel to produce a material, including affidavits, from files containing information about the claimants without regard to whether or not the claimants were called to testify. In this respect, the Trial Examiner expressed the view that the Board's general procedural rules were not designed to

cover backpay proceedings, and his conduct of the hearing was consistent with this view.

We find that the Trial Examiner's rulings with respect to the production of material sought by Respondent in its two requests for *subpoenas duces tecum* were in fact consistent with, if indeed they did not exceed the requirements of, the policy underlined by the Court in the *General Engineering* case. We are convinced, however, that insofar as the Respondent's subpoenas sought disclosure of analysis memoranda and similar memoranda and reports prepared by various agents for the Board or General Counsel in the course of their investigation of the case, the subpoenas went too far, for to have required such production would have violated rights of privacy in the "work product" of such agents under the doctrine of *Hickman* v. *Taylor*, 329 U.S. 495, 507-514. The Trial Examiner did not require the production of such material and we affirm his ruling in this respect.

2. We adopt the Trial Examiner's finding in his Preliminary Intermediate Report that Respondent had an obligation to reinstate all unfair labor practice strikers upon their unconditional application to return to work. As more fully detailed in the Preliminary Intermediate Report, Respondent contended that the Board's Order was "prospective" and that no finding of a violation of that Order can be based upon applications for reinstatement which preceded the Order itself. Hence, Respondent argues, it was under no duty to reinstate any of the employees here involved because none of them applied for, and were refused, reinstatement after the Board entered its original Order on February 13, 1956.

The Board's Order is in its usual form and is clearly drawn and intended to include a requirement for reinstatement and backpay for those employees who might already have made proper application for reinstatement at the time of the issuance of the Order. The well-established rule of law is that stated by the Court of Appeals for the Fifth Circuit in its decision granting enforcement of the Board's order, as follows: [6]

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[6] Page 598 of the Court's opinion cited at footnote 2, *supra*.

> For once the strike is an unfair labor strike . . . or becomes such . . . the employer is compelled under the Act *to reinstate* the strikers upon application . . . . [Emphasis supplied.]

Accordingly, in agreement with the Trial Examiner and for the reasons more fully set forth in his Preliminary Intermediate Report, we find that the Board Order was retrospective in operation and required the Resopndent to reemploy those employees making proper application for reinstatement, including those who made such application prior to the issuance of the Board Order.

3. Respondent contended at the hearing that its good-faith belief that some employees were guilty of serious acts of misconduct during the strike justified Respondent's refusal to reinstate them upon application. In reply to this contention, the Trial Examiner held that "[i]t is the nature and seriousness of the employees' conduct rather than the [Respondent's] belief in this regard which is determinative." In *Burnup and Sims, Inc.*,[7] the Supreme Court held that an employer's honest belief was not a defense if it affirmatively appeared that such misconduct did not in fact occur. And as more fully detailed in the Trial Examiner's Supplemental Decision, misconduct of certain employees was not affirmatively proved in this case.

4. We find no merit in Respondent's exception to the Trial Examiner's failure to find that certain employees were guilty of misconduct during the strike. In support of its defense at the hearing, Respondent sought to introduce a 1954 judgment of a State Court which "temporarily restrained, prohibited and enjoined" the several persons named therein, including some of the claimants herein, from engaging in various and sundry acts, such as picketing Respondent's premises, loitering in the vicinity of Respondent's plants and strike headquarters. The judgment also enjoined those persons named therein from, *inter alia*, engaging in threats to assault or molest employees. The Trial examiner rules that the judgment was not properly admissable as evidence because it fails to

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[7] 379 U.S. 21.

indicate what specific acts of misconduct are charged to any of the individuals named therein. We have examined this exhibit and, in agreement with the Trial Examiner, we find that it has no probative value because it does not attribute any specific act of misconduct to any specific individual and thus offers no assistance to us in assessing whether the acts of misconduct engaged in by any of the individuals were of sufficient gravity to warrant denial to them of reinstatement and backay.[8]

5. The following corrections, additions and modifications[9] are made in the Trial Examiner's findings as to individual employees.

Rose Marie Hicks

The General Counsel excepted to the Trial Examiner's award of backpay to Rose Marie Hicks for the second quarter of 1956 in the amount of $36.44. As the General Counsel notes, and we agree, the Social Security records indicate that Hicks earned an additional $88.00 during that quarter which is not reflected in her interim earnings listed by the Trial Examiner in the Appendix. Accordingly, as Hicks' total interim earnings during that period exceed the wages she would have earned if reinstated by Respondent, we shall reduce her net backpay in the amount of $36.44. Thus, the correct amount of net backpay due to Hicks is $3,519.31.

Noel Martin

We find merit, in part, in Respondent's exceptions to the Trial Examiner's award of backpay to Martin. We

[8] And, in any event, assuming that the judgment was free of the inherent defects mentioned above and was otherwise material and competent, it could nevertheless not in itself control our determination of whether or not the named claimants are entitled to reinstatement and backpay. *Ferrell-Hicks Chevrolet, Inc.*, 149 NLRB No. 130, footnote 8 of the Intermediate Report and cases therein.

[9] We agree with the Trial Examiner's computation and award of backpay to Shirley Edgerson. However, we find it unnecessary to pass upon, and do not adopt, the Trial Examiner's comments in Edgerson's case relating to computation by the projection forward of interim earnings during a period after she had quit a job, probably without justification.

agree with the Trial Examiner's finding that Martin applied for reinstatement at Respondent's plant in December 1954.[10] Contrary to the Trial Examiner, however, we find that Martin is eligible for backpay only up to the beginning of 1959. Martin testified that he began to work as an apprentice bricklayer for $.75 per hour in August 1954. Four years later he completed his apprenticeship and became a "full fledged" bricklayer and began to earn the journeyman rate of $3.00 per hour. He considers himself a bricklayer since he has learned the trade, and he intends to earn his living at that trade. In view of these facts, we reject the Trial Examiner's award of backpay to Martin from 1959, when he completed his apprenticeship and achieved journeyman status, through the remainder of the backpay period covered by these proceedings. Accordingly, Martin's net backpay is reduced to $948.47.

Dorothy B. Rubit

We agree with the Trial Examiner's finding that Dorothy B. Rubit was not properly reinstated and is entitled to backpay. However, we find merit in that part of Respondent's exception which relates to the award of backpay for the second quarter of 1961. Rubit testified that she began training as a practical nurse by going to school from October 1959 until December 1960.[11] Upon completion of her training, she became a "qualified graduate practical nurse" and since January 1961 she has been steadily employed only as a practical nurse, and desires to continue in that line of work. Under these circumstances, we find that Rubit removed herself from the sewing factory labor market upon the completion of her training in December 1960.

Accordingly, we shall disallow her claim for backpay

[10] At about this same time, which was some 4 months before the end of the strike, Martin made application at one other sewing factory for work. Thereafter, apart from his pursuit of the trade of bricklaying, he made no other search for employment.

[11] The General Counsel made no claim for backpay during this training period.

for the second quarter of 1961. Thus, her net backpay award is reduced to $3,035.92.

Dorothy P. Rubit

We find merit in Respondent's exception to the Trial Examiner's award of backpay to Dorothy P. Rubit. Rubit testified at one point that she applied for work at another sewing factory during the backpay period. However, at another point she testified that she was not sure whether she applied at the other plant during or after the strike. She did not look for other work, except at Respondent's plant. We find that her testimony, which at best is inconsistent, is insufficient to warrant a finding that she was dilligent in her search for work during the backpay period. Accordingly, we find that she incurred a willful loss of earnings and is not entitled to any backpay.

Mignonette Thomas

We find merit in Respondent's exceptions to the Trial Examiner's award of backpay to Thomas for the first two quarters of 1956. We affirm, however, his finding that Thomas was entitled to backpay from August 5, 1955, to December 31, 1955.

The General Counsel concedes and the record shows that because of an illness requiring surgery, Thomas was not available for work and did not look for work during the entire first quarter of 1956 and up to June 1, 1956, of the second quarter.

We find therefore that Thomas is not entitled to backpay for the first and second quarters of 1956. Accordingly, her backpay is reduced to $608.37.

Herbert Lotten

We find merit, in part, in Respondent's exceptions to the Trial Examiner's finding with respect to Lotten. The record shows that Lotten secured a job in a cleaning business owned by his father-in-law sometime during the strike and continued at this job throughout the entire backpay period. In a conversation with Lotten, apparently before the end of the strike, Batiste, a good friend

and his supervisor, asked Lotten if he was interested in returning to his old job. Lotten refused because he was satisfied with his job. Shortly thereafter, Lotten became dissatisfied, because he had a disagreement with his father-in-law, and asked to be reinstated; and in November 1955, he filed an application with Respondent but he was not reinstated. According to Lotten's own testimony, he informed Batiste, sometime after the end of the strike, that he had patched things up with his father-in-law and was not then interested in having his old job back. Respondent introduced into evidence a memorandum indicating that Lotten had been sent for in June 1957 but he told Batiste that he was not interested,—that he was working for his father-in-law. In view of Lotten's admission that he rejected an offer of reinstatement after the strike was over, a fact which is corroborated by Respondent's memorandum, and there being no other evidence to fix the date of such refusal, we find that Lotten's backpay should be terminated in June 1957. Accordingly, we find that Lotten is entitled to backpay only for the first, second, and third quarters of 1956 and the second quarter of 1957 in the total amount of $153.05.

Bessie Montgomery

We agree with the Trial Examiner's finding that Montgomery willfully incurred a loss of earnings by quitting a job in the second quarter of 1959, and that this continued until she renewed her search for work in the second quarter of 1960. However, in his conclusion, the Trial Examiner stated that "no willful loss of earnings has been proven." We hereby correct this inadvertent error.

We agree with the Trial Examiner's finding that Montgomery is entitled to backpay in the amount of $1,152.82.

Marjorie Walker

We overrule Respondent's exception to the Trial Examiner's award of backpay to Walker for the following reasons. The Specification alleged, and Respondent conceded, that Walker applied for reinstatement on March 22, 1955. In its amended answer, Respondent contended that it did

not reinstate Walker because she failed to apply *after* the strike. The Trial Examiner found, and we agree, that a reinstatement application made by an unfair labor practice striker during the strike creates an obligation upon Respondent which can be terminated only by an unconditional offer of reinstatement. The Respondent further contended, however, that Walker had left its employ prior to the beginning of the strike. Walker testified that because she was pregnant, her last employment with Respondent was "approximately 2 or 3 weeks" before the strike. Prior to her leaving, she discussed the possibility of returning to work after her baby was born with the lady who "was over" her. Her baby was born in May 1954. About 6 weeks after her baby was born, she went on picket duty with the Union, outside of Respondent's plant. The record shows a general pattern among the female employees of leaving Respondent's employ because of pregnancy, illness, etc., and later returning to work. It is therefore clear, under the circumstances, that Walker remained an employee of the Respondent and is entitled to backpay in this proceeding. Moreover, Respondent's contention, raised for the first time in its exceptions to the Trial Examiner's Supplemental Decision, that Walker was not working for Respondent at the time of the strike is without merit as it was not alleged in Respondent's amended answer as a defense. Accordingly, we find that Walker was an employee of the Respondent who became a striker and is entitled to reinstatement. She is entitled to backpay in the amount of $2,639.56 as found by the Trial Examiner.

Bessie Brown (Harris)

We agree with the Trial Examiner's finding that Brown is entitled to backpay. We find merit, however, in the General Counsel's exception to the Trial Examiner's failure to award backpay to Brown for the third quarter of 1955 after finding that her backpay period ended on July 18, 1955. The General Counsel alleges that Brown is entitled to an additional sum in the amount of $58.56, for the period from July 1 to July 18, 1955. This appears to be an inadvertent error by the Trial Examiner

and accordingly Brown's backpay is increased by that amount. We find that the total backpay due her is $124.88.

Marguerite Head
Audrey Zeno

We find merit in the General Counsel's exceptions to the Trial Examiner's refusal to allow amendments to the Specification to extend the backpay period for Head and Zeno. The Specification alleged that Head was offered reinstatement on May 15, 1955, and that Zeno was offered reinstatement on June 9, 1955. In its amended answer, Respondent admitted that reinstatement was offered on July 18, 1955, and July 12, 1955, to Head and Zeno, respectively. The cases of these two claimants are distinguishable from other cases discussed by the Trial Examiner in his Supplemental Decision wherein he refused to allow either party to amend, because, unlike other motions to amend the Specification, the present motion is based upon the written admission of the Respondent. We shall therefore amend their schedule to reflect the total backpay due for the period from April 14, 1955, to July 18, 1955, for Head and from April 14, 1955, to July 12, 1955, for Zeno, in the following tables.

Marquerite Head's Backpay

Year—Period	Quarter	Gross Backpay[12]	Interim Earnings	Net Backpay
1955—4/14/55 - 6/30/55	II	$312.47	0	$312.47
1955 Bonus	II	23.61		23.61
1955—7/1/55 - 7/18/55	III	66.99	0	66.99
		Total 1955		$403.07

Audrey Zeno's Backpay

1955—4/14/55 - 6/30/55	II	$312.47	$58.86	$253.61
1955—Bonus	II	23.61		23.61
1955—7/1/55 - 7/12/55	III	42.55	34.86	7.69
		Total 1955		$284.91

[12] The 6 percent adjustment computed by the Trial Examiner is included in our computation of gross backpay.

Accordingly, we find that Head and Zeno are entitled to $403.07 and $284.91, respectively.

Genevieve Green (Hilliard)

We find merit in the General Counsel's exception to the Trial Examiner's failure to award backpay to Green for the fourth quarter of 1955. The Trial Examiner found, and we agree, that Green made application and was refused reinstatement on November 9, 1955, and that her backpay period began on November 17, 1955. The Trial Examiner also *found that* Green searched unsuccessfully for work during the remainder of this quarter but he failed to include this period in computing net backpay. Accordingly, we shall amend her schedule to include backpay for the fourth quarter of 1955.

The Specification indicates that if Green was reinstated and had continued to work for the remainder of the quarter, her earnings would have been according to the following computation:

Genevieve Green's (Hilliard) Backpay

Year—Period	Quarter	Gross Backpay[12]	Interim Earnings	Net Backpay
1955—11/17/55 - 12/31/55	IV	$192.03	0	$192.03

Accordingly, we find that Green is entitled to an additional $192.03, which, added to the $79.25 for the second quarter of 1956, amounts to $271.28 in backpay.

Marietta Newman

We find merit in the General Counsel's exception to the Trial Examiner's failure to award backpay to Newman from July 1, 1957, to July 20, 1957. The Trial Examiner found, and we agree, that Newman was employed as a nurse from October 1955 until July 20, 1957. During this period, she worked 3 days per week at $6.00 a

[12] The 6 percent adjustment recommended by the Trial Examiner is included in our recomputation of gross backpay.

day. The Specification indicates that had she worked for Respondent during this 3-week period in July 1957, she would have earned $101.70. Her interim earnings of $54.00 deducted from what she would have earned if reinstated by the Respondent entitled her to an additional amount of $47.70 in backpay. Accordingly, we find that Newman is entitled to $1,614.00 in backpay.

Eunice Johnson

We find merit in the Union's exception to the Trial Examiner's failure to award backpay to Johnson for the first quarter of 1960. We do, however, concur in the Trial Examiner's remaining findings with respect to Johnson.

In his brief to the Trial Examiner, the General Counsel requested that backpay be eliminated for a "period when [Johnson] was unable to work because of her mother's illness." The Trial Examiner interpreted this as a request to eliminate backpay for the entire first quarter of 1960. The record shows, however, that Johnson worked for one employer for the first 2 months of this quarter before quitting because of illness in her family. However, the record further shows that Johnson was only idle for one week during this quarter before starting to work for another employer, where she remained employed until some time in the second quarter. The Social Security records indicate that for the first quarter of 1960 she had interim earning in the amount of $172.81 while working for both employers.

We note that several other claimants in the same category as Johnson would have earned $470.56, including the 6 percent adjustment, during this quarter if they had been reinstated by Respondent (see numbers 101, 102, 116, and 149 in the Appendix to the Trial Examiner's Supplemental Decision). However, we find also that Johnson incurred a willful loss of earnings for 1 week by quitting one job during the quarter before being reemployed at another job for the remainder of the quarter. The Specification indicates that had she worked for Respondent during that week, she would have earned a

total of $30.47, including the 6 percent adjustment computed by the Trial Examiner. Thus, we shall deduct that amount from the $470.65, leaving $440.09. Since we have found that her interim earnings amounted to $171.81, her net backpay for this period is $440.09 less $172.81, or $267.28. Accordingly, we shall add this amount to the $5,386.11, found by the Trial Examiner, making the total amount of backpay due $5,653.39.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, J. H. Rutter-Rex Manufacturing Company, Inc., its officers, agents, successors, and assigns, shall pay to the employees involved in this proceeding as net backpay the amounts, including interest from the date of the Trial Examiner's Supplemental Decision, but minus the tax withholding required by Federal and State laws, set forth opposite their names in the Appendix to the Trial Examiner's Supplemental Decision, except for the individuals named below who shall be paid the following amounts, set opposite their names.

Rose Marie Hicks	$3,519.31	Bessie Brown (Harris)	$ 124.80
Noel Martin	$ 948.47	Marguerite Head	$ 403.07
Dorothy B. Rubit	$3,035.92	Audrey Zeno	$ 284.91
Dorothy P. Rubit	None	Genevieve Green (Hilliard)	$ 271.28
Mignonette Thomas	$ 608.37	Marietta Newman	$1,614.00
Herbert Lotten	$ 153.05	Eunice Johnson	$5,653.39

With respect to those employees whose backpay was still accruing, as found by the Trial Examiner in his Supplemental Decision, payment to them of the net amount found to be due and accruing constitutes satisfaction of Respondent's obligation only up to June 24, 1961, which is the end of the period covered by the Specification.

Dated, Washington, D. C. June 6, 1966

FRANK W. MCCULLOCH, Chairman

JOHN H. FANNING, Member

HOWARD JENKINS, JR., Member

NATIONAL LABOR RELATIONS BOARD

(SEAL)

PRELIMINARY INTERMEDIATE REPORT AND ORDER IN BACKPAY PROCEEDING

(Title omitted—Nos. 15-CA-721 & 15-CA-723)

Before: *Owsley Vose*, Trial Examiner.

Statement of the Proceedings

The National Labor Relations Board on February 13, 1956, issued its Decision and Order directing, inter-alia, the Respondent, J. H. Rutter-Rex Manufacturing Company, Inc., upon application, to offer immediate and full reinstatement to their former or substantially equivalent positions to all those employees who went out on strike on April 21, 1954, or thereafter, without prejudice to their seniority or other rights and privileges, dismissing if necessary all persons hired on or after that date, and to make such applicants whole for any loss of pay suffered during the period from 5 days after the date of their applications for reinstatement, to the date of the Respondent's offer of reinstatement. The United States Court of Appeals for the Fifth Circuit rendered its opinion enforcing the Board's Order on June 10, 1957 (245 F. 2d 594), and on August 19, 1957, entered its Decree in conformity therewith.

Thereafter, on November 16, 1961, the Board, by its Regional Director at New Orleans, issued a Backpay Specification setting forth the specific amounts of gross and net backpay due each of 207 striking employees who allegedly had applied for reinstatement and notifying the Respondent that a hearing was scheduled to be held on January 29, 1962, and further notifying the Respondent of its right to file an answer to the Specification within 15 days pursuant to Section 102.54 of the Board's Rules and Regulations.

After obtaining an extension of time for filing its answer until January 4, 1962, the Respondent, on December 30, 1961, filed an *ex parte* application with the Court of Appeals for the Fifth Circuit to enjoin the Board from conducting this backpay proceeding because of its delays in the matter. The Court, after issuing an order temporarily staying the proceedings, on July 19, 1962, issued its opinion declining permanently to stay these proceedings. On August 28, 1862, the Court, in conformity with its opinion, issues its decree dissolving the temporary stay of the proceedings previously issued by it and denying Respondent's motion for a permanent stay.

Thereafter, on September 4, 1962, the Respondent filed an answer to the Backpay Specification. On September 20, 1962, the Regional Director issued an order rescheduling the hearing for November 13, 1962. On October 3, 1962, counsel for the General Counsel filed with the Regional Director a Motion to Strike the Respondent's Answer to Backpay Specification and for Judgment on the Pleadings. The aforesaid Motion was referred to the undersigned Trial Examiner for ruling. After considering the aforesaid Motion, the General Counsel's Argument in support thereof dated October 29, 1962, and the Respondent's Opposition thereto dated October 30, 1962, the Undersigned Trial Examiner on November 5, 1962, issued his opinion and order granting the General Counsel's Motion to Strike the Respondent's answer in substantial part, with leave to the Respondent to file an amended answer at a date later to be set by the Trial Examiner, and notifying the parties that the hearing scheduled for November 13, 1962, would be confined to the issue of the

method of computation to be used in computing the amount, if any, of backpay due in this case, and related preliminary issues of law and fact.

The proceeding was heard in New Orleans on November 13-16, 1962. Evidence was received from all parties on the issue of the method of computation to be used in this case. At the hearing the parties were invited to submit suggestions as to the appropriate procedure to be followed thereafter in the case in resolving the extremely numerous factual issues involved herein. After the hearing, which was participated in by all parties, the Respondent on December 10, 1962, filed a memorandum in which it opposed the method of computation adopted in the Backpay Specification. The General Counsel filed a memorandum supporting the Specification on December 21, 1962, and the Amalgamated Clothing Workers of America, AFL-CIO, filed a memorandum on December 26, 1962.

I. The questions involved

The first question to be decided in this proceeding is whether the Respondent has any obligation to reinstate the striking employees here involved, all of them allegedly having applied for reinstatement before the entry of the Board's Order herein, and none of them, so far as the record shows, having reapplied thereafter. The Respondent, asserting that the Board's Order is wholly prospective in operation, contends that this question should be answered in the negative.

The second question, assuming that the answer to the first question is in the affirmative, concerns the reasonableness of the method of computation used in the Backpay Specification. It is settled that in making backpay determinations, the Board may adopt formulas reasonably designed to produce an approximation of the amount of backpay due and that such formulas should be upheld unless arbitrary or unreasonable in the circumstances involved. *W. C. Nabors Co.*, 134 NLRB 1078, 1084-1085; *N.L.R.B.* v. *Ozark Hardwood Co.*, 282 F. 2d 1, 7 (C.A. 8); *N.L.R.B.* v. *Brown & Root, Inc.*, 52 LRRM 2115, 2117-2118, decided January 4, 1963 (C.A. 8); *N.L.R.B.*

v. *East Texas Steel Castings Co.*, 255 F. 2d 284 (C.A. 5). The Respondent, while not challenging the use of a reasonable formula, contends that the method contained in the Specification is unreasonable.

The Specification, in broad terms, adopts the average biweekly earnings of control groups of employees, selected primarily because they worked most of the time during the backpay period, as giving the measure of what the employees in the various classifications would have earned during each biweekly period in the backpay period. The Respondent does not object to the use of the average earnings of a control group of employees to provide the measure of the backpay due the striking employees here involved. As discussed more fully below, what the Respondent objects to is that the earnings of additional short-term employees were not taken into consideration in computing the average, and that the average is computed in a biweekly rather than an annual or a quarterly basis. The Respondent contends that the method of selecting the control groups used in the Specification resulted for the most part in the inclusion of only its better operators which has the effect of raising the average earnings. The Respondent asserts further that the biweekly method fails to reflect the extent that the average employee's annual earnings were reduced by absences of 2 weeks or more and thus overstates what the employees here involved actually would have earned in the Respondent's employ during the backpay period. The Respondent suggests as an alternative to the biweekly method of obtaining the averages that earnings be averaged on an annual basis or at least on a quarterly basis.

II. The Respondent's obligation to reinstate the striking employees with backpay

As indicated above, the Respondent contends that it is under to duty to reinstate any of the employees here involved for the reason that none of them was refused reinstatement after the entry of the Board's Order herein, which the Respondent asserts is wholly prospective in operation. As to some of the employees (an unspecified number), the Respondent asserts that it has additional

grounds for claiming that it is not in disobedience of the reinstatement and backpay provisions of the Board's Order, such as that they failed to make bona fide applications for reinstatement of that they were in fact reinstated within a reasonable time after jobs became available. The Respondent asserts that if its contentions that none of the employees here involved is entitled to reinstatement are sustained, this will obviate the need for any further hearing to inquire into the specific amounts of backpay due individual employees. Accordingly, the Respondent requests that a further preliminary hearing be held on the question of the employees' entitlement to reinstatement.

The principal ground upon which the Respondent relies in support of its contention that it has fully satisfied its reinstatement and backpay obligation under the Board's Order is that the reinstatement and backpay provisions of the Board's Order are prospective in operation only, and that no finding of a violation of the Board's Order can be based upon "applications for reinstatement, which precede the order itself." [1] In other words, the Respondent is contending that any application for reinstatement made prior to the entry of the Board's on February 13, 1956, was premature and did not create any liability on its part to reinstate such an applicant. Since the Specification alleges that each of the employees here involved made application for reinstatement prior to February 13, 1956, this contention, if sustained, would eliminate all backpay in this case.

I find no merit in this contention. It ignores the fundamental and long settled legal proposition that the Board, in the exercise of its power to remedy unfair labor practices, may require the discharge of employees hired to replace unfair labor practice strikers where necessary to make room for the strikers who apply for reinstatement. The Board in one of its early decisions involving, as here, a strike caused by a refusal to bargain, stated that it was providing for this remedy "In order to restore the

[1] This is a quotation from p. 20 of the Respondent's memorandum to the Trial Examiner.

status quo as it existed prior to the time the Respondent committed the unfair labor practices and in order to enable the processes of collective bargaining to function." *Black Diamond Steamship Corp.*, 3 NLRB 84, 93. The Court of Appeals for the Second Circuit affirmed, stating that "From the date of the Respondent's first unfair labor practice, its ordinary right to select its employees became vulnerable. Accordingly, it was proper for the Board to order it to discharge all engineers hired for the first time since December 14, 1936 [the date of the first refusal to bargain]" *Black Diamond Steamship Corp.* v. *N.L.R.B.*, 94 F. 2d 875, 879, certiorari denied, 304 U.S. 579.

This decision makes it clear that the duty to reinstate, which flows from the Board's determination that the reinstatement of unfair labor practice strikers, upon application, is an appropriate means of remedying the unfair labor practice causing the strike, comes into being when the unfair labor practice is committed and continues until the unfair labor practice is remedied. Indeed, only by requiring the reinstatement of unfair labor practice strikers upon their giving up the strike and seeking to go back to work can the Board accomplish its objective in such situations of "restor[ing] the status quo" and "enabl[ing] the process of collective bargaining to function."

Since the time of the *Black Diamond* decision the Board and the courts have uniformly upheld the right of unfair labor practice strikers to reinstatement, upon application, whether they apply before the entry of the Board's Order or not. See *Mastro Plastics Corp.* v. *N.L.R.B.*, 350 U.S. 270, 278 and cases cited in footnote 9 thereof. The decision of the Court of Appeals in the instant case when it was before the court upon the Board's petition for enforcement of its order gave full recognition to this basic proposition when it stated (245 F. 2d 594), that "the employer is compelled under the Act, to reinstate strikers upon application even though it means discharging replacements hired during the strike." It would appear that an employer would not be under a duty to discharge replacements unless the unfair labor practice strikers had

a right to reinstatement at the time the replacements were hired. This duty, as stated above, flows from the employer's duty to remedy the unfair labor practice causing the strike, and does not come into being upon the issuance of the Board's Order of reinstatement, as the Respondent argues.

The Respondent asserts that all the cases of which it is aware dealing with the reinstatement of unfair labor practice strikers involved allegations and findings of violations of Section 8(a)(3), and suggests that a different rule should apply in this case which involves reinstatement and backpay provisions which were ordered to remedy a refusal to bargain in violation of Section 8(a)(5).[2] The Respondent's distinction, in my opinion, is without merit. The underlying right to reinstatement of the strikers involved in all those cases stemmed from the fact that the Board has determined that the appropriate remedy in situations involving strikes caused by unfair labor practices is to require the reinstatement of the strikers, upon application. In none of the cases to which the Respondent refers were the Section 8(a)(3) violations established in the manner in which such allegations normally are, i.e., by proving the antiunion motivation behind each refusal to reinstate. Rather, the only questions litigated were whether the strike was an unfair labor practice strike and whether the strikers had applied for, and had been denied, reinstatement. Thus, the reinstatement with backpay of the strikers involved in those cases were attributable not to the fact that they had been denied reinstatement for antiunion reasons, in violation of Section 8(a)(3), but to the circumstance that they had been forced out on strike by unfair labor practices and that their reinstatement was essential to remedy these unfair labor practices.[3] The fact that a violation of Section 8(a)

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[2] For a Board decision which makes it clear in a Section 8(a)(5) strike situation that the obligation to reinstate the strikers upon application antedates the entry of the Board's Order, see *Washington Coca-Cola Bottling Works*, 122 NLRB 7, 8-9. See also *DuBois Chemicals, Inc.*, 140 NLRB No. 29, decided December 13, 1962.

[3] I have considered *Republic Steel Corp.* v. *N.L.R.B.*, 114 F. 2d 820, 821 (C.A. 3) and *N.L.R.B.* v. *Express Publishing Co.*, 312 U.S.

(3) of the Act was found in these cases does not affect the applicability of this basic principle to this case. Such a finding was made in those cases only because the applications for reinstatement had been made prior to the hearing and the Board had an opportunity to pass upon the propriety of the applications. The Respondent will have an opportunity to present its remaining contentions concerning the validity of the employees' applications at the forthcoming hearing in this case. For the foregoing reasons I conclude that the absence of Section 8(a)(3) allegations in this case is immaterial and that the Respondent's contention that the Board's Order operates prospectively, only, must be rejected. The Respondent's request for a further preliminary hearing in this case is therefore denied.

III. The reasonableness of the Board's method of computation

A. *Introductory statement*

The Backpay Specification states for each employee the various items involved in computing the net backpay due him. The principal item is gross backpay which is the term used to refer to the sum of money which an employee would normally have earned had he been on the Respondent's payroll during the backpay period. The backpay period is the period commencing 5 days after the employee made an unconditional application for reinstatement and continuing until the employee was offered reinstatement. The Specification alleges the dates on which each of the 207 employees here involved made an application for reinstatement. As of July 8, 1961, the end of the period covered by the Specification, about 137 employees had been reinstated by the Respondent, and the rest had not. In this case gross backpay for each employee includes not only the sum of the average biweekly wage in the appropriate job classification for each biweekly period in the entire backpay period, determined

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426, upon which the Respondent also relies, and concludes that neither of these decisions calls for a contrary result in this case.

as described below, but also, where applicable, such additional sums as an employee would have received under the Respondent's vacation bonus plan. Since the Respondent does not contest the method utilized by the Board to determine such bonus payments, this aspect of the computation will not be discussed further in this report.

Other items covered in the Specification are the employees' interim earnings from other employers or from self-employment during the backpay period and their unusual expenses incurred in obtaining and holding such interim employment. As set forth in the Specification, interim earnings minus the unusual expenses incurred in obtaining and holding such employment constitute net interim earnings.

It should be noted that although the Specification contains figures as to the interim earnings of the employees here involved, the Respondent has the burden of proof with respect to interim earnings or any other items which go to mitigation of the amount of backpay due. The Board includes allegations concerning interim earnings in Backpay Specifications as a public service because of its belief that it is better equipped to ascertain such matters than the average employer or other person charged with unfair labor practices. But the Board, by including such allegations as to interim earnings in the Specification, does not assume any responsibility for establishing the fact that the employees had such earnings. It merely sets forth the results of its investigation of such matters for the benefit of the employer, and admits that the gross backpay due each employee may be reduced by the amount of the net interim earnings set forth for each employee in the Specification. See *N.L.R.B.* v. *Brown & Root, Inc.*, 52 LRRM 2115, 2120, decided January 4, 1963 (C.A. 8).

B. *The Board's method of computation* [4]

Explanation of the method of computation adopted in the Specification is necessarily somewhat complicated. It

[4] For convenience, the method of computing backpay incorporated in the Specification is referred as the Board's method of computation, although, in accordance with the usual procedure, the Specifica-

perhaps may best be understood if set out on a step-by-step basis. The first step taken was to divide the employees into five categories according to the operations performed by them immediately before the strike. The first four categories consist solely of male employees who are divided into separate groups according to their respective operations, as follows: (1) cutters, spreaders and clicking machine operators, (2) porters, (3) utility employees, and (4) truckdrivers, and warehouse utility employees. The fifth category of employees consists of female production employees which include the great bulk of the Respondent's employees. These are mainly sewing machine operators, pressers, etc. In the Specification, the same method of computation of the gross backpay was used for the seven employees in the first four groups. A slightly different method was used to compute the gross backpay of the employees in the fifth group.

As to the seven employees in the first four groups, the Board ascertained from the Respondent's records the average biweekly earnings of a control group of employees who were employed during the backpay period for 6 months or longer in each of the four operations or classifications involved. The resulting average biweekly earnings figure was taken as the measure of what the employees in each of these four classifications would have earned during each biweekly period in the backpay period.

As to the employees in Group 5, the female operators, the Specification adopted the average biweekly earnings of another control group of employees as giving the measure of what these employees would have earned during the same biweekly periods. The control group for this group consisted both of older employees who worked for the Respondent, before, during, and after the strike (although not necessarily without interruption), called the incumbent group, and a second group consisting of employees who for the most part had not been on the Respondent's payroll before, called the replacement group. Included in the incumbent group were all employees who

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tion was prepared by employees under the supervision of the General Counsel in the New Orleans Office of the Board.

were employed by the Respondent during the first quarter of 1954 (before the strike), the third quarter of 1954 (during the strike), and the first quarter of 1961 (long after the strike). Included in the replacement group were all those hired by the Respondent between the time the strike began (April 21, 1954) and the end of 1955 and who were also working for the Respondent in the first quarter of 1961. The total control group which was used to ascertain the measure of backpay of the employees in Group 5 consisted of 95 incumbents and 64 replacements.

The Specification sets forth the wages received by each of the 159 employees in the control group during each of the biweekly pay periods in the backpay period. If any of these 159 employees did not work at all during a biweekly period they were excluded in determining the average weekly wage in that period. However, if any one of the 159 employees worked as much as an hour within the 2-week period, their wages were included in computing the average biweekly wage for that period. The total gross backpay for each of the employees in Group 5, as stated in the Specification, was the arithmetical total of the average biweekly wages for each biweekly period in the backpay period.

C. *The Respondent's objections to the Board's method of computation; its alternate proposals; conclusions*

The Respondent raises various objections to the Board's method of computation, some of which are common to the employees in all five groups. The Respondent makes other objections which are applicable only to specific groups. Since Group 5 (the female operators) contains all but seven of the employees with whom we are here concerned, these objections, together with the objections which are common to all groups, will be considered first.

1. The Group 5 employees

As noted above, the Respondent contends that the Board's method of selecting the control group of employees to furnish the measure of what the Group 5 employees would have earned resulted in including only the most

experienced and productive operators, and therefore the operators with the best earnings. As stated above, the Board included among the incumbents only those who were on the Respondent's payrolls during the first and third quarters of 1954 and the first quarter of 1961. The replacement portion of the control group included those who were hired between April 21, 1954, and December 31, 1955, and who were also on the payroll during the first quarter of 1961. While this method of selection resulted in long-term employees largely used to give the measure of gross backpay of the employees here involved, such a method was dictated by the law of the case. The Board, with court approval, has held that the striking employees are entitled to backpay commencing within 5 days after any refusal of their unconditional application for reinstatement and ending when they are offered reinstatement. According to the allegations of the Specification, the applications of some 70 of the employees here involved have never been granted. Under the law, it is presumed as to all employees whose applications for reinstatement were turned down that they would have remained on the payroll for the entire backpay period since it was the Respondent's failure to remedy the unfair labor practices causing the strike which made it impossible to determine how long these employees would have remained on the Respondent's payroll. To furnish the fair measure of the earnings such employees would have had during the long backpay period it was therefore necessary to take the earnings of long-term employees into consideration.

Recognizing that among the employees here involved were a comparative few, about 20, who were learnes and who only had a short period of employment with the Respondent before the strike, the Board included among the control group for the operators, the replacements—employees who, generally speaking, were new to the Respondent's employ—and whose earnings could be expected to lower the average of the entire control group. That this is in fact true is demonstrated by General Counsel's Exhibit 2 which is a graphic presentation of what the figures in the Specification show with respect to the average quarterly earnings of all the replacement and incum-

bent employees. This exhibit shows that the replacements consistently earned less than the incumbents throughout the backpay period, but that the gap in their earnings, which amounted to almost $100 per quarter at the start of the backpay period, steadily narrowed during the backpay period until at the end of the backpay period, the gap was between $20 and $25.

It is true, as the Respondent points out, that some of the operators included among the replacements were experienced employees who were not on the prestrike payroll and who were rehired during the strike. However, as Compliance Officer Jones credibly testified, his examination of the Respondent's records showed that there were many more learners among the replacement group than there were among the striking employees here involved. In my opinion, the Specification adequately takes into account the fact that a small number of the employees here involved were relatively new employees at the time of the strike.

The Respondent's other principal objection to the Board's method of computation for the Group 5 operators is to the averaging of earnings on a biweekly basis. The Respondent asserts that this method of averaging earnings fails to reflect the extent to which a typical employee's annual earnings are reduced by absences of more than 2 weeks at a time. The Board's method takes into account absences of up to 2 weeks, for an employee is counted in computing the average if he had any earnings at all in a 2-week period. The low biweekly earnings set forth in the Specification for many employees, including one as low as 73 cents, shows that the Board's method fully takes into consideration absences of up to 2 weeks.

With regard to absences of 2 weeks or longer, Eugene J. Rutter, the president of the Respondent, testified that it would be the exceptional case where an employee worked for 5 or 6 years without interruptions. He testified further that it was common for the employment of the operators to be interrupted because of pregnancy, operations, illness, either their own or that of someone in their family, or because of business problems, such as leaving town to settle an estate. Examination of Appendix E-1 of the

Specification which sets forth the earnings of the incumbents and replacements in each of the biweekly periods in the backpay period shows sufficient blanks for 1 or more biweekly periods (a blank reflects no earnings and therefore an absence) to confirm President Rutter's testimony that such absences are not uncommon.

The General Counsel points out that in Part III of the Specification dealing with net backpay, allowance has been made for absences longer than 2 weeks by excepting from the period for which backpay is claimed various periods of time during which the employee was unavailable for employment for various reasons, such as "attending school," "pregnant," "illness,: and "vacation." Part III shows numerous excepted periods for reasons of pregnancy and illness. The General Counsel urges that these excepted periods adequately compensate for the failure of the biweekly method to take into consideration absences of more than 2 weeks at a time. This contention will be disposed of later, after the discussion of the Respondent's proposals as to a fair method of computing backpay in this case.

As an alternative to the biweekly method of computation adopted in the Specification, the Respondent in its memorandum proposes first that the earnings of all employees who worked for it any time during a year in the classifications included in Groups 1-5 should be averaged by classifications on an annual basis. The resulting figure for any given year would be taken as representing what the employees here involved in that particular classification would have earned during that year's portion of the backpay period. Alternatively, the Respondent proposes that the earnings of all the employees in the particular classification involved be averaged on a quarterly basis.

The Respondent shows that checks of its record disclose considerable disparity between the figures reached using the Board's method of computation and those reached under its annual or quarterly methods of computation. One check made for the year 1956, revealed annual average earnings of $1,491.47 as compared with $1,788.36 under the Board's biweekly basis, including sums for the vacation bonus. The Respondent checked the average

earnings of all its operators by quarters and found with respect to the 3rd quarter of 1955, an average of $340.31 as compared with the figure of $410 which was reached by the Board using its biweekly method of computation. For the 3rd quarter of 1957, the Respondent's figure reached by averaging the quarterly earnings of all the employees who did any work during the quarter was $391.63. The Board's comparable figure was $449.21.

It thus appears that there is a considerable difference in the results between the figures reached using the Board's biweekly method and the figures obtained by using the Respondent's annual or quarterly methods. However, in view of the facts set forth below I do not believe that either of the Respondent's proposed methods give the fair measure of the gross backpay due the employees here involved. As President Rutter testified, because of "turnover, discharges, quits, leaves of absence" it is necessary for the Respondent regularly to hire new employees and rehire former employees. Otherwise according to Rutter, "your factory will dwindle; you just won't make the production you are supposed to make for the number of machines you have." To solve this problem, the Respondent operates a training program continuously, and all employees hired, except those having previous experience in its factory, are put through this training program. In the training period, the Respondent culls out a number of newly hired employees who are unable to make satisfactory progress in the training program. Under the Respondent's proposed annual method of computation the annual earnings of these culled out employees, and also of those who quit the Respondent's employ after working only a short time, are included in computing the annual average earnings. In addition, although the Respondent because of turnover may have to hire as many as three or even more employees in the course of a year to keep one sewing machine regularly in operation, the part-year earnings of all three employees are included as full year earnings of each employee under the Respondent's proposed annual average formula.

Since the problem in this proceeding is to ascertain the measure of earnings of employees who presumably

worked as steadily as the Respondent's regular employees customarily worked during the various years of the backpay period, there is no reason whatever to take into consideration the part-year earnings of the numerous employees who are culled out or quit during the training period or who quit for any other reason during the year. Nor is there logical basis to include in computing the annual average the part-year earnings of all those hired to replace the employees who are discharged or quit during the year. The inclusion in the average of the part-year earnings of all those hired to replace the employees who are discharged or quit during the year. The inclusion in the average of the part-year earnings of all such employees, some of whom worked only a few weeks during the year, greatly reduces the annual average, and the result is not at all representative of what the employees here involved would have earned each year during the backpay period. For these reasons I conclude that the annual basis of computation proposed by the Respondent does not give a fair measure of what the employees here involved would have earned during the backpay period. Accordingly, this proposal is rejected.

The Respondent's proposed quarterly earnings method of computation is subject to the same defects as its annual earnings proposal except to a much lesser degree. However, in my opinion, these defects result in a sufficiently serious understatement of the earnings of the employees here involved to preclude the acceptance of this method of computation. As indicated above, it is not an infrequent occurrence for employees to leave the Respondent's employ after working a week or two. As President Rutter testified, in a plant the size of Respondent's it is impossible to hire a sufficient number of experienced employees to make up for normal turnover. Consequently, it regularly has to hire persons without experience who may or may not develop into experienced operators in its training program. The inclusion in the quarterly average of the earnings of employees who are culled out or quit after working but a week or two in a quarter is bound to pull down the average to an extent where it cannot be said to be fairly representative of the earnings of a

group who are presumed to work throughout the quarter. For this reason, I am impelled to reject the Respondent's quarterly earnings proposal.

However, I am not satisfied that the Board's biweekly method of computation, although it reflects absences of less than 2 weeks and also longer absences because of pregnancy etc., fully takes into consideration all of the absences that a typical employee has during a normal year. The Respondent points out in its memorandum, and the General Counsel does not challenge this assertion, that 80 percent of the 159 of the incumbent and replacement employees used as the control group for the operators in Group 5 earned less in the backpay period than the sum which is the total of the biweekly figures for each of the 2-week periods covered in the Specification. Since the Specification itself shows that absences of 3 or 4 weeks are not uncommon,[5] it appears that the failure of the earnings of this high percentage of the employees in the control group for the operators to comeup to the total indicated in the Specification may be due to the failure of the biweekly formula used by the Board fully to reflect the normal incidence of absences longer than 2 weeks.

While the General Counsel in the course of his investigation has endeavored to uncover all periods of unavailability for employment for all of the employees here involved, where the investigation is carried on 5 or 6 years after the event, employees are very likely to be unable to recall all of the periods during which they were unavailable for employment. No excepted periods of em-

[5] While the Specification also shows that certain employees did not appear on the payroll for periods ranging from 2 weeks to well over a year, on the present record I cannot assume as to employees who did not appear on the payroll for periods longer than 3 months that they were on a leave of absence. It is more likely that the failure of such employees to appear on the payroll was the result of their quitting the Respondent's employ, and that their reappearance on the payroll was due to the Respondent's rehiring of them. The 3 months; dividing line is based upon my conclusion that 3 months is the maximum period that employees of the economic level of the Respondent's operators are likely to take off from work due to pregnancy.

ployment appear in the Specification for slightly over half of the employees who allegedly have never been offered reinstatement. The further fact that, with a very few exceptions, pregnancies and illness were the only reasons given in the Specification for excepted periods of employment also tends to confirm my conclusion that the General Counsel, despite his best efforts, probably has been unable to uncover all of the periods of unavailability which should have been excepted.

Another factor which causes me to question whether the Board's biweekly formula fully takes into account absences of more than 2 weeks is the testimony of Compliance Officer Jones concerning the results of a comparison which he made for the last two quarters of 1955 between the average actual quarterly earnings of strikers after they had returned to work and the figure given in the Specification as the measure of backpay for strikers during these periods. The comparison was made for the operators in Group 5 only, and for the purpose of making the comparison the General Counsel included the earnings of the employees who worked throughout the respective quarters. These comparisons showed that for the 3rd quarter of 1955 the average earnings of 48 returned strikers was $375.68. The comparable figure given in the Specification for the gross backpay during that quarter was $410. Thus it appears that the figure for the gross backpay given in the Specification overstates the actual earnings of the 48 returned strikers who worked throughout the quarter by about 9 percent. In the 4th quarter of 1955, 79 returned strikers worked throughout the quarter. Their average earnings during this quarter were $323.71. The gross backpay stated in the Specification for that quarter is $355.05. According to my arithmetic, the gross backpay figure contained in the Specification overstates the actual earnings of these 79 returned strikers by 3.5 percent.

Under all the circumstances I am convinced that some adjustment in the Backpay Specification is necessary to compensate for the fact that the biweekly method of computation used in the Specification, although it takes into consideration some absences, does not fully reflect the ex-

tent of absences longer than 2 weeks. The question remains as to the extent of an adjustment which would be fair to all concerned.

The comparisons made by Compliance Officer Jones indicate that for the last two quarters of 1955 the Board's biweekly method of computation overstates actual earnings of 9 percent and 3.5 percent, respectively. The Respondent's comparisons between the total quarterly earnings of the employees in the control group for the operators (the incumbents and the replacements) computed on the biweekly basis adopted in the Specification and the average quarterly earnings of all the employees who did any work during the quarter show a large variation.[6] The figures stated on page 9 with respect to the earnings for the 3rd quarters of 1955 and 1957 show, according to my calculations, that the Board's biweekly method results in a figure 20 percent higher for the 3rd quarter of 1955, and about 10 percent higher for the 3rd quarter of 1957, than when the Respondent's quarterly method is used.

However, I have found that the Respondent's quarterly method does not give the fair measure of the backpay to which the employees here involved are entitled to because it understates the earnings of employees who worked with normal regularity during the backpay period. In view of this fact and the further fact that the Specification takes into account longer absences because of pregnancy and illness, etc., I cannot accept the Respondent's suggestion that the Board's biweekly method of computation is high by about 20 percent.

The comparisons made by Compliance Officer Jones indicate that for the last two quarters of 1955 the Board's biweekly method of computation overstates actual earnings by 9 percent and 3.5 percent, respectively, in these quarters. President Rutter testified that normal absenteeism in the plant averaged approximately 1 day per employee per month. Assuming that there are 22 working

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[6] The Respondent in its memorandum offers other comparisons based upon facts not of record in this proceeding. I have limited my consideration to the facts which are in the record in this case.

days per month, this would suggest that employees were absent 4.5 percnet of the time each month on an average.

Upon consideration of all the evidence adduced in this case, I conclude that an adjustment factor of 6 percent fairly reflects the extent to which the Board's method of computation overstates the gross backpay due because it fails fully to reflect the absences which a typical employee has in a normal year. Accordingly, it will be directed that in computing the net backpay of each of the employees in Group 5 (operators), the figures appearing in the total gross column shall each be reduced by 6 percent.[7]

2. The employees in Groups 1-4

The Respondent asserts that by including in the control groups for the employees in Groups 1-4 only employees who had worked for the Respondent 6 months or longer the Board computed its average on the basis of the most experienced and capable employees in the four groups, thus raising the average. However, six out of the seven employees in Groups 1-4 had more than 6 months' experience, and, in view of the length of the backpay period, any overstatement of the seventh employee's earnings would be very slight, indeed.

With respect to the four employees in Group 1, the Respondent contends that the Board improperly lumped cutters, clicking machine operators, and spreaders in one group. It appears, however, that this grouping worked to the Respondent's advantage. Three of the four employees in this group. Breaud, Cerf, and Lewis, were in

[7] This determination, in effect, settles the question of the extent to which the employees here involved would have been absent during the backpay period (in addition to the extent taken into consideration in the Specification). Accordingly, it will not be pertinent hereinafter to inquire into actual additional periods of unavailability for employment on the part of the employees here involved. By not objecting to the use of some formula, the Respondent is in effect agreeing that proof of unavailability with respect to specific employees is inadmissible. Such unavailability in individual cases is necessarily subsumed in the use of the formula. The only alternative would be to abandon the formula and put the Respondent to its proof in each case. See *N.L.R.B.* v. *Brown & Root, Inc.*, 52 LRRM 2115, 2120, decided January 4, 1963 (C.A. 8).

a high pay category, each being paid at the rate of $1.45 per hour the last week before the strike, and the fourth, Lotten, was being paid at the rate of $1.23 per hour. Since more than one-third of the employees in the control group for the cutters and clicking machine operators were lower paid employees, the inclusion of their wages in the average would tend to lower the biweekly average used as the measure of the biweekly earnings of the three high-pay employees.

The Respondent argues with respect to the one employee in Group 4, Freddie Harris, that it is inequitable to take as the measure of his gross backpay the average earnings of those in both the truckdrivers and warehouse utility employees categories for the reason that the pay of the former is considerably higher than that of the latter. Since there does appear to be more than a 25-percent differential between the rates of the lower paid employees and the two higher paid employees who make up the control group for Freddie Harris, the Respondent's point is well taken, assuming, of course, that the Respondent establishes at the forthcoming hearing that Freddie Harris at the time of the strike was in the warehouse utility employee category rather than that of truckdriver. If this is properly established, the earnings of Ernest Cooley appearing on Appendix D-1 of the Specification will be taken as the measure of Harris' gross backpay, rather than the combined earnings of Cooley, Bayard and Woodard (see p. 58 of the Specification).

3. Conclusions

For the reasons stated above, I conclude that the method of computation used in the Board's Backpay Specification herein is a reasonable one under all the circumstances of the case, subject to the modification stated in the Order below.

ORDER

1. The method of computation adopted in the Backpay Specification heretofore issued herein is hereby approved subject to the modification that as to each of employees in

Group 5, the figures in the total gross column shall each be reduced by 6 percent.

2. As previously notified, the Respondent, within 5 days from the receipt of this Preliminary Intermediate Report and Order, shall file an answer to the Backpay Specification, as provided in Sec. 102.54 of the Board's Rules and Regulations, Series 8 as amended.

Dated at Washington, D. C. January 23, 1963

/s/ OWSLEY VOSE
OWSLEY VOSE
Trial Examiner

* * * *

TRIAL EXAMINER'S SUPPLEMENTAL DECISION IN BACKPAY PROCEEDING [1]

(Title omitted—Cases Nos. 15-CA-721
15-CA-723)

Before: *Owsley Vose*, Trial Examiner.

Statement of the Proceedings

This Decision supplements and is to be considered together with the Preliminary Intermediate Report and Order in Backpay Proceeding issued herein by the Trial Examiner on January 23, 1963, after a hearing in November 1962. In his Preliminary Intermediate Report the Examiner considered the method of computation of backpay adopted by the General Counsel in the Specification and concluded that it was an appropriate method of computation, subject to certain minor modifications.[2] The

[1] The Board's original decision herein is reported at 115 NLRB 388.

[2] On line 36 of page 11 of this Report the figure should be $335.05 instead of $355.05.

Backpay Specification, it will be recalled, raised issues growing out of the Company's alleged delay in reinstating 137 employees and its failure, in the period covered by the Specification, to reinstate 70 additional strikers. It covers the backpay accruing up to the end of the second quarter of 1961 and the evidence received in this proceeding in 1963 covers only the backpay accrued up to this date. Any backpay accruing after June 30, 1961, is subject to a later determination.

In the course of the proceedings in November 1962, the Examiner granted in part and denied in part the General Counsel's motion to strike the Company's answer in its entirety because of its alleged lack of specificity and noncompliance with Section 102.54(b) of the Board's Rules and Regulations, and granted the Company leave to file an amended answer. In his opinion issued at that time, the Examiner stated that the Company's amended answer, should conform to the Board's Rules and Regulations. At the hearing in November 1962, the Examiner emphasized his view that Section 102.54(b) of the Board's Rules and Regulations requires the filing of a meaningful answer, apprising the Examiner and the Board of the Company's position with respect to each of the employees named in the Specification. On January 29, 1963, the Company filed an amended answer to the Backpay Specification. Thereafter, on various dates between February 12, 1963, and September 30, 1963, a hearing was held on the issues raised by the Backpay Specification and the Company's amended answer thereto.[1]

[1] The following corrections are hereby made in the typewritten transcript of testimony given in this case at the hearing:

Page	Line	Correction
1511	17	Insert "except" between "answer" and "with"
1913	19	Add "Marie G. Lockett, recalled"
1940	6	Insert "Doris Earline Bowles, recalled"
2121	1	Change "awards" to "warning"
2121	2	Change first "it" to "I"
2554	10	Change "litigate" to "mitigate"
5213	1	Change "injuries" to "increases"
6376	21	et seq. Change "Desederia" to "Daisy Ray"

The foregoing is not intended to be a comprehensive list of corrections.

During the hearing motions were made by the General Counsel and the Amalgamated (hereinafter referred to as the Union) to amend the Specification, and by the Company to amend its amended answer. Where the effect of granting such motions when made by the General Counsel was to increase the liability of the Company, such motions, were denied, absent excusable error, newly available evidence, and like considerations. When motions to amend the Company's amended answer were made, and the effect of granting such motion was to open up new defenses to litigation, defenses of which the Company had knowledge or reasonably should have had knowledge at the time its amended answer was prepared, these motions were denied, absent special considerations. Other motions to amend the Specification and the amended answer, were granted.[2]

Repeatedly during the hearing the Company sought to cross-examine witnesses concerning the nature of the in-

[2] In the opinion of the Examiner, he was obliged to require strict observance of Section 102.54(b) of the Board's Rules and Regulations which deals with the contents of answers to Backpay Specifications. This Section requires specific and detailed answers to all allegations of the Specification and specifically states, as to matters within the knowledge of the Respondent, that "a general denial shall not suffice." In the Examiner's view, one of the primary purposes of the Board in adopting the specialized procedure for handling backpay cases was to narrow the issues to be litigated and to simplify the decisional process. This objective would be largely frustrated if the Company were to be permitted to adduce evidence concerning every possible defense which occurred to it in the course of a long trial. See *W. C. Nabors Co.*, 134 NLRB 1078, 182 and n. 6, enforced, 323 F. 2d 686 (C.A. 5), cert. denied, February 17, 1964. Cf. *United States Air Conditioning Corp.* 141 NLRB 1278, 1281-1282; *Liquid Carbonic Co.*, 116 NLRB 795. The same considerations which render it essential that the Company file specific and meaningful answers require that the General Counsel also be bound by his Specification. Particularly in the circumstances of this case, with the General Counsel having had access to the Company's records for years, the Examiner can see no reason to permit the General Counsel to enlarge the issues to be litigated in this proceeding, while at the same time holding the Company to be bound by its amended answer. Accordingly, the Examiner has attempted throughout this proceeding to hold the parties to their pleadings, except in the case of excusable error, newly available evidence, and the like.

vestigation conducted by the General Counsel in preparing the Specification, to adduce evidence concerning the General Counsel's alleged failure to cooperate with the Company in resolving its reinstatement and backpay problems, and the reasons for the delay in issuing the Specification. Evidence was received at the hearing concerning the fact of the delay in issuing the Specification, but evidence as to the reasons for the delay was for the most part excluded. The Examiner did offer to receive evidence of any wrongdoing or unlawful conduct upon the part of representatives of the General Counsel which may have contributed to the delay, but no such evidence was proffered. Evidence as to the General Counsel's alleged lack of objectiveness in investigating the matter and his alleged failure to cooperate with the Company in resolving the differences between them was also excluded in the absence of any offer to prove that wrongdoing or unlawful conduct on the part of representatives of the General Counsel was involved.

On December 9, 1963, the General Counsel and the Amalgamated filed briefs dealing with both the broad issues here involved and the specific cases of the 207 employees named in the Specification. The Company on the same day filed a memorandum covering its general contentions regarding its backpay obligation and not treating any of the individual cases. These documents have been carefully considered.

Upon consideration of the Specification, the pleadings as amended, the Examiner's observation of the witnesses, his review of the testimony and the exhibits, and the entire record in the case, the Examiner makes the following:

Findings and Conclusions

I. Preliminary statement; conclusions concerning the Company's reinstatement and backpay obligations flowing from its unfair labor practices during the strike

As found in the Board's original decision in this case (115 NLRB 388), on April 21, 1954, the Company's em-

ployees went out on a strike called by the Union, their duly certified bargaining representative. As the Examiner construes the Board's original decision, the Board determined that although the differences between the parties during the negotiations preceding the strike which caused the Union to decide on strike action may have been economic in nature, because of the Company's conduct "[f]rom the moment of the strike," which evidenced a "rejection of the very principle of collective bargaining," the strike was to be deemed an unfair labor practice strike from its inception.

Accordingly, the Board in its original decision provided for the conventional remedy usually entered in unfair labor practice strike situations, as follows:

> (b) Upon application, offer immediate and full reinstatement to their former or substantially equivalent positions to all those employees who went on strike on April 21, 1954, or thereafter, without prejudice to their seniority or other rights and privileges, dismissing if necessary all persons hired on or after that date, and make such applicants whole for any loss of pay suffered by reason of the Respondent's refusal, if any, to reinstate them, in the manner set forth in the section of the Intermediate Report entitled "The Remedy."

The "Remedy" section of the Intermediate Report, insofar as it is pertinent here, omitting footnotes, is as follows:

> . . . The Company shall also make whole such strikers for any loss of pay they may have suffered by reason of the Company's refusal, if any, to reinstate them, by payment to each of them of a sum of money equal to that which he would normally have earned, less his net earnings, during the period from 5 days after the date on which he applies for reinstatement to the date of the Company's offer of reinstatement. Loss of pay shall be computed on a quarterly basis.[1]

[1] In the Specification gross backpay is computed, not on a strict calendar quarterly basis, but on the basis used by the Company in

II. The applications of the strikers for reinstatement

On April 5, 1955, the Union mailed a registered letter to the Company which was admittedly received by it on April 6, 1955. The letter stated that the employees had voted to terminate the strike and continued as follows:

> Please be advised that each of the employees whose names are listed on the attached sheets hereby offers to return to work for your company unconditionally and immediately. Kindly inform us when and where these employees should return to work.

Attached to the letter was a list containing the names of 113 striking employees. The Union supplemented its April 5 letter with another letter, mailed on April 8, 1955, on behalf of 25 additional employees who, as the letter stated, were offering "to return to work for your company unconditionally and immediately." This letter was received by the Company on April 11, 1955.

Following the receipt of the Union's April 5 letter the Company telephoned Phillip Lampert, regional counsel for the Union, and told him to send the employees to the plant. Employees started coming in to the plant "in droves" at this time, as Eugene Rutter, the Company's president, testified, and consequently the Company called Lampert back and requested him to send the employees in at the rate of 20 a day. Lampert agreed to do so.

On April 11 the Company replied to the Union's letter of April 5 and April 8, as follows:

> We acknowledge receipt of your recent letters of April 4th and 8th, advising us that the strike has been officially terminated and that certain persons

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its records. Under the Company's biweekly payroll system, the quarters consist of an even number of weeks, ranging from 10 weeks in some quarters to 16 weeks in other quarters. In view of the fact that the Board's Order requires that backpay shall be computed on a quarterly basis and the further fact that the Social Security records give interim earnings by calendar quarters, it has been found necessary to recompute gross backpay on a strict calendar quarterly basis. This accounts for the differences in the amounts of gross backpay given in the Specification and those appearing in the Appendix below.

who participated in the strike are desirous of returning to their former employment.

We suggest that such persons as desire to return to work with us file application with our Personnel Office as soon as possible.

Since we cannot process all applications at one time, we would suggest that you have the applicants come in at the rate of no more than 20 per day.

Commencing on April 14, 1955, the Union started notifying employees named in its April 5 and 8 letters to make personal applications for reinstatement. The Union gave these employees a form letter to give to the Company, the text of which is as follows:

> In reference to our correspondence of recent date, M ..... is applying for employment. She would prefer the job she had prior to the strike.
>
> However, she is willing to accept any available employment if her former position is available.

The Union, in compliance with the Company's request to send the employees in at the rate of 20 a day, notified the employees to go to the plant at intervals. A number of employees testified that they did not attempt to make a personal application for reinstatement until they were notified by the Union to do so. The Examiner finds that the experience of these employees is typical of that of the strikers as a whole who made personal applications for reinstatement shortly after the strike ended.[1]

Thereafter, on April 22 and May 13, 1955, the Union

[1] In making this finding, the Examiner is relying not only upon the testimony of the above-mentioned employees to this effect, but also has considered offers of proof, made in question and answer form through various witnesses, such as Veoila Gibson Hamilton and Zearlee Franklin. The Examiner has reconsidered his rulings excluding testimony on this point, and hereby reverses it, concluding that the testimony of these witnesses that the Union had told them to go to the plant and file a personal application for reinstatement was relevant and material to the question whether the Union had acquiesced in the abandonment of its original requests for reinstatement on behalf of the employees named in its April 5 and April 8 letters.

sent the Company the names and addresses of certain additional employees who were offering to return to work for the Company "unconditionally and immediately." These letters were received by the Company on April 25 and May 14, respectively. In the Union's three letters, it requested immediate reinstatement on behalf of a total of 153 employees. Of these 147 are named in the Specification, the General Counsel having satisfied himself after his investigation that the Company had either reinstated the others or that they were not entitled to any relief herein. In its April 22 letter, the Union stated as follows:

> In response to your letter of April 11, 1955, we wish to point out that although we have sent your employees, who participated in the strike, to your Personnel Office in groups of 20 per day, as you requested, we consider those employees as having unconditionally applied for employment on the date you received our registered letters along with lists of names attached thereto.

In addition to the striking employees in whose behalf the Union submitted applications for reinstatement in one or more of the Union's letters of application, a total of 11 more striking employees made personal applications for reinstatement during the strike. In the period between the end of the strike on April 5, 1955 and March 9, 1956, an additional 52 strikers not named in any of the Union's letters of applications also personally applied for reinstatement at the plant. As appears more fully below, of the total of 207 strikers named in the Specification, the Examiner has found that 199 made valid timely applications for reinstatement, either personally or through the Union. The specific dates on which the various strikers applied for reinstatement and whether the General Counsel is relying on a Union letter or a personal application at the plant are set forth below in the discussion of the individual cases.

The Company contends that the Union agreed, in effect, not to rely on its original applications upon behalf of the 153 strikers named in its letters, but rather to rely

solely upon the personal applications thereafter made.[1] In support of this contention the Company relies on various facts, including the exchange of letters between the Company and the Union, the Union's compliance with the Company's request that it send the strikers to the plant at the rate of 20 a day, and the testimony of some of the employees that they did not personally apply at the plant until the Union told them to. In the opinion of the Examiner, this contention is not meritorious.

The Company's letter of April 11, 1955, as stated above, contained the following paragraph:

> We suggest that *such persons as desire to return to work* with us file applications with our Personnel Office as soon as possible. [Underlining added.]

The underlined portion of the above quotation, by indicating that only those employees who personally applied at the plant would be given consideration, treats the Union's blanket applications for reinstatement on behalf of the employees named in its two letters in being ineffectual insofar as creating any reinstatement obligation is concerned. As Eugene Rutter, the president of the Company, admitted, it was in fact the Company's position after the strike, that it would consider only the employees filing personal applications. Indeed, this is still the Company's position, as its amended answer is premised upon the assumption that the Union letters of application were not valid applications for reinstatement on behalf of the employees named therein.

By insisting in its April 11 letter upon a personal application by the striking employees named in the Union's

[1] The Company apparently no longer contends that the Union, unless it had been individually authorized to do so by each of the individual strikers named in its letters of application, lacked the authority to make applications for reinstatement on behalf of these strikers. It has long been settled that the statutory bargaining representative has the authority to apply for reinstatement on behalf of employees whom it represents regardless of whether individually authorized to do so or not. *Brown & Root, Inc.*, 99 NLRB 1031, 1041-1043, enforced, 203 F. ed 139, 147 (C.A. 8); *Efco Mfg. Co.*, 108 NLRB 245, 256, enforced without contest by Efco on this point, 227 F. 2d 675 (C.A. 1).

first two letters of application, the Company was exceeding its rights in the situation in which its unfair labor practices had placed it. In effect the Company was rejecting the Union's applications for reinstatement for the employees named in the letters. In such circumstances it appears unlikely that the Union would voluntarily waive the rights created by its letters of application, and clear proof of such a waiver would be required before the Examiner could sustain the Company's contention in this regard. The record in this case is lacking in such proof. Indeed, the Union's letter of April 22, 1955, makes it explicit that the Union was *not* abandoning its earlier blanket applications for reinstatement made on behalf of the employees.

The facts upon which the Company relies in support of its contention in this regard—the fact that the Union complied with the Company's request that it send strikers into the plant at the rate of 20 a day, that it notified the employees to go to the plant and make personal applications, and that it gave the employees the mimeographed letters of application to give to the Company when they personally applied—are not inconsistent with reliance on the Union's original blanket letters of application. These facts are just as consistent with the inference that the Union desired to be helpful in assisting the Company in handling the problem of restoring a large number of strikers to work in a short period of time. Particularly since the Union was under no legal obligation to facilitate the Company's reinstatement task, its efforts to cooperate should not be construed as indicating an abandonment of its earlier blanket applications, absent clear proof of a meeting of the minds in this regard. Such proof, the Examiner concludes, is lacking in this case.

Under all the circumstances the Examiner rejects the Company's contention that the Union in effect withdrew its original applications for reinstatement set forth in its April letters to the Company. Compare *N.L.R.B.* v. *Brown & Root*, 203 F. 2d 139, 147 (C.A. 8), enforcing 99 NLRB 1031, 1087, which involved a similar response from an employer to a union's blanket letter of applica-

tion.[1] The Examiner concludes that the employees named in the three Union letters of application made valid applications for reinstatement on the day that these letters were received by the Company. In view of this conclusion, in the cases of the employees named in any of the Union's letters of application, the Examiner has not included any discussion of the application other than to indicate in the heading of the individual case discussions that the employee is covered by a Union letter of application. This is done by the insertion of a "U" in parenthesis following the date of application relied upon by the General Counsel.

III. The Company's reinstatement of strikers and its retention of replacement employees in the months after the strike was called off

During the strike the Company hired back a number of strikers who filed written applications for reinstatement with it. It also hired a number of additional employees who were not working for it at the time the strike was called. As a result of its hiring and rehiring during the strike, the Company had on its payrolls at the time the strike ended 241 reinstated strikers and about 145 replacements, including 135 female replacements.[2] As

[1] The Examiner concedes, as the Company points out, that a union may "agree to modify an unconditional group request so as to require individual applications" (*Efco Mfg. Co.*, 108 NLRB 245, cited in the Company's memorandum.) However, as indicated above, the record fails to establish that such a modification was agreed upon by the Union in this case.

[2] This figure and the subsequent figures given concerning the number of female replacements are not represented to be exact. The information concerning the number of replacements on the Company's payroll at various times has been obtained from the Specification and from GC-47. (This is a reference to General Counsel's Exhibit No. 47). The Specification states the earnings of a control group of replacements for female operators for each 2 weeks in the backpay period. There has been no challenge in this proceeding of the accuracy of these figures, which were obtained from the Company's records. GC-47 is an exhibit compiled by the General Counsel from the Company's records, consisting of lists of all employees hired by the Company from the beginning of the

used in this Decision, the term replacement is used to refer to an employee hired during the strike and who was not on the Company's payroll when the strike began. These replacements were vulnerable to discharge to make room for returning strikers under the remedial provisions customarily entered by the Board in unfair labor practice strike situations.[1] As shown in the table below, after the strike was called off, the Company gradually reinstated additional strikers who had personally applied for reinstatement.[2] During the months following the strike, replacements became separated from the payroll at a much slower rate. With few exceptions, the reason for the separation of a replacement from the payroll does not

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strike to the end of the period covered by the Specification, giving the periods of their employment. These lists exclude all those used as replacements in the Specification and all employees appearing on the Company's prestrike payroll. As the General Counsel concedes, there are certain deficiencies in this exhibit. It includes *all* employees, i.e., supervisors, office clericals, and others who may not be in the appropriate unit. It excludes others who do not appear on the Company's April 17, 1954 payroll, the last payroll before the beginning of the strike on April 21, 1954), who conceivably may nevertheless be entitled to employee status, for example, because of being on a leave of absence due to pregnancy. In view of the fact that nonunit employees constitute a very small percentage of the percentage of the Respondent's employees as a whole and that a relatively small percentage of the Respondent's employees were likely to have been on a formal leave of absence at the time the strike was called, the overstatement of the number of female replacements at any time necessarily is relatively small. Such overstatement, in the opinion of the Examiner, does not destroy the usefulness of the exhibit. The Company did not challenge the reliability of the information contained upon the exhibit, but objected on the grouds that the admitted deficiencies in the exhibit impaired its usefulness.

[1] At the time the strike terminated, the hearing had already been held before a Trial Examiner of the Board of charges that the Company had by its unfair labor practices caused or prolonged the strike, and the Company was therefore apprised that its treatment of the returning strikers would be closely scrutinized by the Board.

[2] In general, the Company did not reinstate any striker solely on the basis of a union letter of application. As Rutter testified, unless a striker personally applied at the plant the Company had no knowledge of her availability.

appear on the record. Consequently, in most cases it cannot be assumed that the replacements separated represented dismissals to make room for returning strikers. Such separation may have resulted from voluntary quits, discharges for cause, or for other reasons.

The figures given in the tables below show the cumulative total numbers of strikers reinstated in each of the first, second and third months after the strike was called off, and at the end of 1955. The table also shows the cumulative total number of separations of replacements occurring during the same periods.[3]

	Total number strikers having applied for reinstatement [4]	Total number strikers reinstated [4]	Total number replacements separated	Total number replacements retained
By				
May 5	180(13)	30(5)	11	128
June 5	189(17)	57(10)	25	113
July 5	193(18)	62(11)	32	104
Dec. 24	222(28)	132(12)	59	86

During the first 3 months after the end of the strike the Company hired nine female employees who were not on the payroll when the strike began. Between April 6, 1955, and the Company hired a total of 27 new female employees.[1]

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[3] The figures given are for female replacements only. It is only as to the female operators that the Company pleads a lack of a vacancy in their classification as a defense. Other defenses are pleaded as a defense in the case of the seven male strikers here involved.

[4] This figure includes both strikers named in the Specification and those not named. The number of the latter are given in parenthesis.

[1] These figures are ascertained from the Specification and from GC-47.

IV. The Company's general contentions regarding its fulfillment of its reinstatement and backpay obligations

A. *The Company's burden of proof contentions*

First, the Company objects to the Examiner's holding, in cases where the General Counsel has established a *prima facie* case of an application for reinstatement and a refusal of the application by the Company, that the Company has the burden of showing the nonavailability of a comparable job at the time of the application or other similar matters of defense. The cases, however, support the Examiner's ruling in this regard. *Mastro Plastics Corp.*, 136 NLRB 1342, 1357-1358. *N.L.R.B.* v. *Cambria Clay Products Co.*, 215 F. 2d 48, 56 (C.A. 6); *Snow* v. *N.L.R.B.*, 308 F. 2d 687, 695 (C.A. 9).

Secondly, the Company strenuously challenges the Examiner's ruling that it has the burden of establishing matters in diminution of damages, such as proving the amounts of interim earnings of employees and developing the facts regarding the efforts of the employees to mitigate damages. As to the broad principle that the burden in this regard is the employer's, the authorities sustain the Examiner. *Phelps Dodge Corp.* v. *N.L.R.B.*, 313 U.S. 177, 199-200; *Nabors* v. *N.L.R.B.*, 323 F. 2d 686, 692 (C.A. 5); *N.L.R.B.* v. *Brown & Root, Inc.*, 311 F. 2d 447, 454 (C.A. 8); *Fisher Construction Co.* v. *Lerche*, 232 F. 2d 508, 509 (C.A. 9); *Mastro Plastics Corp.*, 136 NLRB 1342, 1346; *Williston on Contracts*, Sec. 1360.

The Examiner recognizes that the law's imposing the burden of proof regarding such matters upon the employer places him in a very difficult position. In the nature of things, evidence concerning an employee's search for work is something peculiarly within the knowledge of the employee. It would be a rare case indeed, where an employer would have an independent means of ascertaining the facts concerning an employee's search for work years before.[1] And to develop the facts the employer has

[1] Even in the cases which are handled most expeditiously (assuming that the case is litigated in the courts), several years elapse between the events in controversy and the holding of a backpay hearing.

to rely on the employee whose interests are wholly adverse to those of the employer. Even if the employee exhibits the utmost good faith, memories dim with the passage of time, and if the employee is simply unable to recall the facts as to his search for work during his periods of unemployment, as some of the employees whose cases discussed below were unable to do, the employer has no real opportunity

On the other hand, however, it should be borne in mind that the law obliges employers to reinstate unfair labor practice strikers, upon appplication, dismissing replacements, if necessary. In over half of the cases here involved the Company defended its delay or its refusal to reinstate upon the grounds that it had no vacancy for the particular striker in her former operation. As found hereinafter, excepting in a very few cases, the Company did not even attempt to offer proof supporting this defense. In many of these cases, such proof as was adduced refuted the very contention being made. In other words, it established that a replacement was still working on the operation which the striker had done before the strike at the time of the striker's application for reinstatement. Thus the problems of proof concerning which the Company complains in this case were largely of its own making. As found above, the Company simply refused to dismiss replacements to make a place for the returning strikers.

To illustrate how the Company's failure to comply with its obligation under the Act compounded its problems, it may be helpful to consider the case of one of the employees, Dorothy B. Rubit, a trim-and-turn collar operator. The Company's records indicate that she applied for reinstatement during the strike, on February 2, 1955, but was not hired. Rubit was also named in the Union's letter of application dated April 5, 1955. Rubit was not reinstated to her old job until August 1956. However, Rubit was discharged 1 week later under circumstances indicating that her production was low. A replacement in Rubit's operation—trim-and-turn collar—worked almost continuously throughout the backpay period. Had the Company fulfilled its statutory duty in February or

April 1955, which it readily could have done, not only would it not have been confronted with the problem of Rubit's loss of memory concerning her search for work, but also it probably would not have been faced with such a serious problem of Rubit's loss of skill during her long period away from the plant.

Thus, while the law works a hardship on the Company in imposing upon it the burden of proof with respect to matters in diminution of damages, also to be considered is the hardship upon an employee such as Rubit, who as a result of the Company's unlawful conduct in refusing her application for reinstatement, has lost not only her steady job, but also her skill in the operation which she had performed for many years before the strike. As between the Company, whose unlawful conduct gave rise to the problem in the first instance, and the employee victim of this wrongdoing, it seems to the Examiner not unreasonable that the Company rather than the innocent employee should bear the consequences of its own unlawful conduct.

B. *The Company's contention based upon the General Counsel's delay in issuing the Specification, the nature of the General Counsel's investigation, and the General Counsel's alleged failure to cooperate with the Company in the course of the investigation*

The Company contends that the General Counsel unduly delayed in completing his investigation of the matters here involved, that he failed to be objective in his investigation of the facts concerning the Company's obligations flowing from its unfair labor practices during the strike, and that he failed to fulfill his obligation to cooperate with the Company in an effort informally to dispose of the differences between the parties. The General Counsel's alleged derelictions in this regard, the Company contends, all contributed to a denial of a fair hearing in this case.

These contentions must be rejected because the record is without the factual basis upon which such contentions

of necessity must be predicated, the Examiner having ultimately ruled (albeit not without first receiving some evidence bearing upon these issues) that none of these issues were properly before him for disposition and, in accordance with this ruling having refused, absent the proffer of evidence of wrongful or unlawful conduct on the part of the General Counsel which was not forthcoming, to permit the parties fully to develop the facts concerning these issues. The propriety of the Examiner's ruling in this regard is indicated by the decision of the Fifth Circuit in *Nabors* v. *N.L.R.B.*, 323 F. 2d 686, 688-689 (C.A. 5) certiorari denied, February 17, 1964, discussed more fully below.

It cannot be denied that there was a considerable lapse of time between the decision of the Court of Appeals for the Fifth Circuit enforcing the Board's Order herein involved and the issuance of the Specification herein. The opinion of the Court was handed down on June 10, 1957. The Court's decree, which, like the Board's Order, directed the reinstatement upon application of the striking employees, was entered on August 19, 1957. The Specification was issued on November 16, 1961. The Examiner, for convenience, refers to this lapse of time as a delay, without intending to suggest one way or another that the General Counsel is subject to criticism for the lapse of time involved.

To complete the factual picture on this point it should be stated that on November 7, 1957, the Mr. Henry J. Read, Company's attorney, mailed a letter to the Board stating in part as follows:

> As you know, we are handling the matter of complying with the decree of the United States Court of Appeals for the Fifth Circuit enforcing the order of the National Labor Relations Board in the subject cases. Our client has already complied with some of the provisions of the decree, and is presently engaged in bargaining with the representatives of the Amalgamated Clothing Workers of America. If any instance of a failure to fully comply with the order is brought to your attention, we would appreciate your

> contacting us promptly so that such corrective measures as may be necessary can be immediately taken in order to assure full compliance with the decree.

Between November 7, 1957, and March 22, 1960, when the General Counsel's representative requested that the Company make available to him records for analysis in connection with the compliance investigation in this case, there were no communications betweeen the General Counsel and the Company either orally or in writing. The General Counsel never replied to the Company's letter of November 7, 1957, apart from the letter of March 22, 1960, which the Examiner does not regard as responsive to the Company's letter of November 7, 1957.[1]

The *Nabors* case clearly holds that the mere fact of delay alone does not defeat backpay claims. As the Court stated (323 F. 2d, at 689), "the claims set forth in the backpay specifications are not barred by limitations or laches, and . . . the evidence offered by the petitioner to show irreparable injury caused by the delay was irrelevant." The General Counsel's investigation in the *Nabors* case, in which the delay was almost 4 years, involved only 21 employees, whereas the General Counsel's investigation in the present case involved well over 400 employees.

The Company's assertions that the General Counsel failed to be objective in his investigation of the case and sought to build up a case of liability on the part of the Company is not documented in the Company's memorandum and is wholly without foundation in the record, since, as stated above, this issue also was not litigated at the hearing. The contention is apparently based upon the Company's suspicions growing out of the General Counsel's refusal in advance to turn over to the Company its

[1] From the facts set out in the text above it may not be assumed, however, that the General Counsel had not investigated in the meantime the Company's reinstatement and backpay obligations. The General Counsel's letter to the Company's attorney, Mr. Read, which is attached as Exhibit F to the Company's amended answer, indicates the General Counsel had ascertained by this time that there were some 470 individuals as to whom there were reinstatement and backpay questions pending.

complete investigative files on the case. The Examiner, while declining to require any such sweeping disclosures, did require the General Counsel to produce, with respect to all employees named in the Specification regardless of whether they were called as witnesses by the General Counsel or the Company, all statements and other material falling within the scope of the *Jencks* rule, as applied to Labor Board cases.[1] As a result of the Examiner's refusal to permit an inquiry into the nature of the General Counsel's investigation, the record does not afford a factual basis for the critical comments about the General Counsel's investigation which are contained in the Company's memorandum.

As to the General Counsel's alleged failure to cooperate with the Company in resolving the reinstatement and backpay problems with which it was faced, this contention is based almost entirely upon the absence of communications between the Company and the General Counsel between November 1957 and March 1961. As indicated above, the Examiner cannot rule on this contention because it was not fully litigated at the hearing. It may be noted in passing that, contrary to the assertion in the Company's memorandum (p. 22), that Compliance Officer Loren Jones did not admit the General Counsel's lack of cooperation at all times prior to the filing of the Specification. Jones testified that after sending a letter about October 1961 requesting a statement of the Company's position with respect to the employees as to whom there remained reinstatement or backpay problems and receiving a reply from the Company, he did not attempt to discuss these problems with the Company or its representatives before the Specification was issued. In this same portion of his testimony Compliance Officer Jones testified that normally an employer gives some indication that he desires assistance about such problems and that no such indication was forthcoming from the Company.[1]

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[1] *Jencks* v. *United States*, 353 U.S. 657; *Ra-Rich Mfg. Corp.*, 121 NLRB 700.

[1] Jones testified that in 1961 he no longer regarded the Company's November 1957 letter as presenting a current request for assistance.

Furthermore it may be observed that the great bulk of the Company's asserted reinstatement problems arose in the period after the strike was called off in 1955, long before the Company was in contact with the Regional Office, and most of the questions which the Company stresses in its memorandum came up, as found herein, because the Company failed to recognize the Union's letters of application as constituting valid applications on behalf of the strikers named therein, and because the Company for the most part refused promptly to dismiss replacements to make room for strikers. As found below, there were only a relative handful of operators who presented reinstatement problems. Out of the 129 strikers as to whom the Company raised the "no vacancy" defense, the Company could have reinstated 113 of them at least by the time they personally applied at the plant by simply putting them back on their old operations, dismissing the replacements who were performing their former operations at that time. But the Company failed to do so, and much of the hearing was devoted to taking up the cases of such strikers. In view of the Company's widespread failure to fulfill its statutory obligation to the returning strikers it comes with ill grace from the Company to charge the General Counsel with a failure to cooperate in the investigation phase of the case.

In sum, the Examiner rejects the procedural bars which the Company seeks to raise as a barrier to consideration of the merits of the General Counsel's claim for backpay. He concludes that it is inconsistent with the effectuation of the broad public policies of the Act to permit a hearing for the purpose of determining the extent of the Company's fulfillment of its reinstatement and backpay obligations to be converted into a trial of the General Counsel's conduct of the investigation leading up to the issuance of the Specification.

C. *The Company's contention that it attempted in good faith to reinstate the strikers*

The Company contends that it attempted in good faith to fulfill its reinstatement and backpay obligations in

the period after the strike was called off. The Company points out that it reinstated a substantial number of strikers during the strike and urges that its progress in putting the strikers back to work after the strike was called off demonstrates that it made a good-faith effort to fulfill its reinstatement and backpay obligations. For this reason, the Company argues, it should be relieved of all further reinstatement and backpay liability.

In considering this contention it should be borne in mind the Company was in need of experienced workers after the strike was called off. The fact that well over 100 replacements were retained in the first few months after the strike was called off attests to the Company's need for workers. And, as Rutter testified concerning the Company's recurring need for workers, ". . . whether there has been a strike or not . . . . You can never get enough experienced operators to maintain the normal turnover that you experienced in running a plant the size of the Company's." The Company had over 600 employees when the strike began. Trained operators, according to Rutter, were one of the Company's valuable assets, the Company having an investment of between $500 and $600 in each operator by the time she attains the desired speed of operation. For this reason, Rutter testified, the Company was eager to have its experienced operators return to work after the strike.[1]

During the strike, with the exception of the period from May 11, 1954, to July 14, 1954, the Company was operating under a learner's certificate issued by the Wage and Hour and Public Contracts Division of the U.S. Department of Labor. To obtain a learner's certificate, which entitles an employer facing a shortage of experienced help to hire learners for a 480-hour training period of subminimum wage rates, the employer must certify that experienced workers are not available for employment.

[1] Other circumstances evidence the Company's need for workers in this period after the strike. Commencing in July 1955, the Company placed advertisements for workers in the New Orleans papers. In October 1955, the Company ran an ad seven times in the *Times-Picayune* for "Experienced Power Sewing Machine Operators on Shirts and Pants."

The learner's certificate became ineffective on April 7, 1955, a few days after the strike was called off. On November 7, 1955, the Company filed an application for a learner's certificate with the Department of Labor in which it stated in answer to a question concerning its efforts to obtain experienced workers, as follows: "We have standing requests with all our employees to bring in experienced acquaintances. We now have difficulty finding experienced persons who are now ready to work again." On the basis of this application a learner's certificate was issued to the Company on December 6, 1955, which was to remain effective until December 7, 1956.[1]

Despite the Company's need for workers after the strike was called off, the Company made relatively slow progress in reinstating strikers. It made even less progress in getting rid of replacements who were filling the strikers' jobs. As the figures in the table in part III above show, although there were about 135 female replacements on the payroll when the strike ended, and the Company thus had numerous positions which could be vacated to make room for returning strikers, in the first 3 months after the strike was over, the Company reinstated but 62 strikers.[1] There were 65 workdays in this period. Notwithstanding all the available vacancies, the Company restored strikers to their jobs at the rate of less than one a workday. Only 32 replacements left the payroll during this 3-month period.

By the end of 1955, 132 strikers had been reinstated, including 12 for whom no claim is made in this case. By this time 64 female strikers still had not been reinstated. Approximately 86 female replacements still remained on

[1] Rutter's testimony when originally examined about this subject matter was that the Company definitely had no learner's certificate between May 1954, and December 1957. However, when confronted with records obtained from the U.S. Department of Labor, Rutter admitted that he had been in error in his original testimony. Rutter explained his error by saying that he had been basing his testimony upon information in a certain file, and that through a filing error pertinent material had been placed in another file which he had not seen.

[1] This figure includes not only the strikers here involved, but also others as to whom no claim is made in this case.

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has considered the testimony of Karl Striegle, ineer specializing in the neddle trades industry, he Company to give his opinion of the Company's e reinstatement problem after the strike was dying the Company's records giving the time lag ns and reinstatement for the employees who ork, Striegle concluded, in view of the problems maintaining a balanced flow of work through Company had done an "above average" job of nstatement problem with which it was faced at e. Striegle's opinion, however, did not take into Company's failure to displace replacements to urning strikers. Nor did Striegle's conclusion of the approximately 70 employees here in- ver reinstated. In the opinion of the Examiner ctors which go to the heart of the matter about asked to give his judgment. For these reasons not regard Striegle's opinion about the Com- t efforts after the strike as being too persuasive.

continued. In each of the seven cases, it was brought out either on direct or cross-examination that at least one replacement was working at the particular operation of the particular striker involved up until the date the striker was reinstated, if not longer. As to the 20 employees in all, concerning whom the Company pleaded no vacancy as a full or partial defense, Rutter's own testimony established the availability of a vacancy at the time of the employees' application for reinstatement. Evidence tending to support the allegations of the amended answer was adduced as to only 16 of the 129 employees named in Schedules 6(d)(e), and (h). No evidence whatever was offered in support of this defense in the case of the 93 other employees as to whom this defense was pleaded. Since it was the Company's burden to establish the lack of vacancies it must be assumed that vacancies were available in the case of these 93 other returning strikers in this category.[1]

As to a number of other strikers the Company has offered no valid excuse for its failure to comply with their requests for reinstatement. This applies to 26 out of the 34 strikers listed in Schedule 6(b) of the amended answer as to whom the Company claimed that they had not made applications "at anytime after the strike terminated" either because of their having applied during the strike or because they were covered only by a Union letter of application after the strike was called off, which the Company refused to recognize as a valid application. In the same category as the latter group are all those listed in Schedule 6(c). Schedule 6(c) also proceeds on the erroneous premise that Union applications were invalid.

The procedure adopted by the Company for restaffing its plant after the strike was called off further evidences the failure of the Company to recognize its special obligations to the returning strikers. After consulting the

[1] In view of Rutter's testimony establishing the existence of vacancies in a majority of the cases which were specifically discussed by him, the Examiner cannot give Rutter's general testimony as to the lack of vacancies any great weight. This point is more fully treated hereinafter in the discussion of the Schedule 6(d) defense.

Company's attorney, it was decided to contact the employees as they had done in the past. Even where certain operators were badly needed to fill gaps in its production lines, the Company, consistent with its practice before the strike, in some cases merely sought to reach them by telephone. In some instances, as will appear in the discussion of the individual cases below, the Company upon failing to reach the striker personally on the telephone, let the matter drop there. In other instances the Company merely left messages for employees and did not follow up with registered or certified letters. The Company's records of these telephone calls were handwritten notes on scraps of paper which were undated and unsigned in most instances.

In July the Company sent post cards and mimeographed letters to certain strikers inquiring about their availability for work and requesting them to call at the plant, but the Company kept no copies of these post cards or letters. Admittedly, at no time prior to the hearing did the Company seek to contact strikers by registered or certified mail. Nor did the Company ever request the Union to assist it in locating a needed employee. All these circumstances indicate to the Examiner that the Company did not recognize its special obligations to the strikers growing out of its unfair labor practices during the strike.

Under all the circumstances, including the Company's slowness in reinstating strikers and its failure to dismiss replacements to make room for strikers, the Company's failure in a large majority of the cases to substantiate its principal defense of "no vacancy," its failure to recognize the Union's letters as constituting valid applications for reinstatement, and the circumstances indicating a lack of recognition on the Company's part of any special obligation to returning strikers, the Examiner concludes that the Company did not attempt in good faith to reinstate the strikers after the strike was called off.

V. The specific defenses pleaded in the Company's amended answer regarding individual strikers

A. *General discussion of the willful losses question*

Before discussing the cases of the individual strikers it may be helpful to treat the "willful losses" question which is involved in the case of each of the individual strikers. The question concerns the extent of the duty of an employee, whom the employer because of his unfair labor practices is obligated to reinstate, to seek interim employment in order to minimize his wage loss.

The scope of the employee's duty to attempt to minimize his wage loss was first authoritatively defined in *Phelps-Dodge Corp.* v. *N.L.R.B.*, 313 U.S. 177, 197-198, in which the Court spoke in terms of having deductions from gross backpay made "not only for actual [interim] earnings by the worker and also for losses which he willfully incurred." The Court in this same opinion went on to say that the Board, in passing upon employer contentions regarding employee failure to mitigate damages, should consider "a clearly unjustifiable refusal to take desirable new employment" (313 U.S. at 199-200).

The Board, construing the *Phelps-Dodge* decision, has held that the employee must make a good-faith effort to obtain interim employment to minimize his wage loss. However, this does not mean that the employee's search for work must meet with "success: it only requires an honest good-faith effort." *N.L.R.B.* v. *Cashman Auto Co.*, 223 F. 2d 823, 836 (C.A. 1). What constitutes a good-faith effort necessarily depends upon the facts and circumstances in each case. However, the following general guides are available. As stated in the Examiner's Report which was adopted by the Board in *Mastro Plastics Corp.*, 136 NLRB 1342, 1359:

> . . . it can be said that in broad terms a good-faith effort requires conduct consistent with an inclination to work and to be self-supporting and that such inclination is best evidenced not by a purely mechanical examination of the number or kind of applications for work which have been made, but rather by the

> sincerity and reasonableness of the efforts made by an individual in his circumstances to relieve his unemployment. Circumstances include the economic climate in which the individual operates, his skill and qualifications, his age and his personal limitations.

With these considerations in mind the Examiner discusses some of recurring questions which have arisen in passing upon the "willful losses" issue. Several of the employees here involved instead of attempting to find outside jobs, became self-employed, such as operating home laundries, beauty parlors, or furnishing a home sewing service. The Board has consistently held that such self-employment does not terminate an employer's backpay liability. *Harvest Queel Mill and Elevator Company*, 90 NLRB 320, 323; *L. B. Hosiery Co.*, 99 NLRB 630; *Mastro Plastics Corp.*, 136 NLRB 1342, 1350. The Courts have agreed that self-employment does not terminate an employer's backpay liability. *N.L.R.B.* v. *Armstrong Tire and Rubber Company*, 263 F. 2d 680, 683 (C.A. 5); *N.L.R.B.* v. *Efco Manufacturing, Inc.*, 227 F. 2d 675, 676 (C.A. 1); *N.L.R.B.* v. *Cashman Auto Co.*, 233 F. 2d 835, 836 (C.A. 1).

Other employees found employment during the backpay period as maids in private homes and did not seek work in sewing factories or other like establishments. Their earnings as maids were less than they would have earned working for the Company. Such situations, the Examiner concludes, do not warrant a finding of a willful loss of earnings on the part of the employees simply because they have not looked for factory work. It should be borne in mind that the employees here involved, with two exceptions, are all Negroes. All but seven were women. Their educational advantages were limited. It was the exceptional employee who had finished high school. They were presumably not trained in job seeking. A considerably greater number of job opportunities were presumably open to these Negro women as maids than as factory workers, if the normal ratio prevailed. To judge by the work histories of the employees here involved during and after the strike, housework was the kind of work to which

many of the employees here involved automatically turned when they lost their jobs in factories. In the opinion of the Examiner, this cannot be explained by the inherent attractiveness of domestic work. So it is reasonable to attribute the employees' choice of such work to the feeling that it was the best solution they could find for their joblessness. Under all the circumstances, failure to seek factory work, in the opinion of the Examiner does not constitute willfully incurring a loss in earnings. Cf. *East Texas Steel Castings Co.*, 116 NLRB 1336, 1344-1345, enforced 225 F. 2d 284 (C.A. 5) (welder's acceptance of lower paying job as a cabdriver).

A few of the strikers, upon obtaining 1 to 3 days' work a week as a maid, did not seek additional work, either as a maid or otherwise. These employees were not completely idle; yet they were not doing their utmost to minimize their losses. Should the Company be relieved of all its obligation to these women because they apparently were content to work less than a full week? The Examiner concludes that a reasonable solution to this problem is to hold that these employees were incurring a partial willful loss of earnings and to measure their gross wages by the ratio of the number of the days they were working to the number of days in a full workweek (the Company worked 5 days a week). For example, for a woman working 2 days a week as a maid in any quarter, her gross wages would be two fifths of the full gross wages of an employee working full time or seeking full-time work in that quarter.

Another question relates to the obligation of the employee who obtains interim employment in another sewing factory or similar establishment but who only works a short workweek. Must this employee seek other full-time employment on her days off or must she seek some sort of day's work on her days off. In the opinion of the Examiner, both of these questions should be answered in the negative. It does not seem reasonable to expect an employee who has worked fairly steadily 3 or 4 days a week to look for a 5-days a week job in which either the employee may not work out satisfactorily or the job may turn out to be of short duration.

A more difficult problem concerns the situation of an employee who obtains interim employment in a sewing factory which works steadily some weeks, but which may regularly have periodic layoffs of weeks, or occasionally months, in duration. Regarding layoffs of a few weeks duration, and it is not shown that the employee has no reasonable expectation of returning to work for this employer, the Examiner concludes that a failure to seek other work during this period does not constitute willful idleness. As to the layoffs of a month or more, even though the employee may anticipate being called back to work momentarily, it would appear incumbent upon her to seek other employment and, upon a showing that the employee had not looked for other work during such a layoff, the Examiner would find a willfully incurred loss of earnings.

However, in case it appeared that the employee was regularly registering for unemployment compensation benefits, a different result would be reached. The record in this case shows that under the Louisiana Employment Security Act in order to be eligible to receive unemployment compensation the individual must register for work and continue an active application for work. The Record also shows that registering for employment was one of the procedural steps taken each week when the employees reported to the office of the State Employment Service in connection with drawing their unemployment compensation. In these circumstances, absent a showing that the employee failed to accept a referral to a job, where it appears that an employee was registering for or drawing unemployment compensation, the Examiner would not be warranted in concluding that the employee by not making other efforts to obtain work was willfully incurring a loss in earnings during such periods.[1] This latter comment

[1] This is the Examiner's general conclusion in this regard. As stated below, there are one or two cases which the Examiner has found employees to have willfully incurred a loss in earnings during periods they were drawing unemployment compensation. In these cases, the Examiner concluded upon the facts of their cases, despite the fact that the employees were receiving unemployment compensation, that they were not genuinely interested in finding work.

applies only to employees having regular jobs who are temporarily laid off.

The Louisiana Employment Security Act contains a provision for employees drawing partial unemployment compensation where their employers can only offer them short workweeks or irregular employment. To draw partial unemployment compensation the employee registers, not at the office of the State Employment Service, but at his employer's establishment. The employee is not considered for referral to a job by the State Employment Service as the employee is regarded as bound to his part-time employer, and under the law it is regarded as desirable that this relationship be fostered. Even though the employee is not considered for referral by the State Employment Service while drawing partial unemployment compensation, in view of the policy embodied in the State law, the Examiner finds it inappropriate to hold such employees to be willfully incurring a loss of earnings while thus temporarily idle.

B. *The misconduct defense (applicable to the employees listed in Schedule 6(a)), of the Company's amended answer*

1. General discussion

For misconduct of strikers to constitute a defense to their reinstatement it must be "so flagrant or violent as to render him unfit for further service." *Trumbull Asphalt Co.*, 139 NLRB 1221, 1222. In such situations the Board normally withholds its normal reinstatement remedy, deeming such relief in such circumstances to be inconsistent with the *effectuation* of the policies of the Act. In determining during a strike whether alleged misconduct is of such a serious character as to warrant withholding the conventional remedy, consideration must be given not only to the provocation inherent in the Company's unfair labor practices which caused the continuation of the strike, but also to the realities of strike situations. See *Local 833, UAW* v. *N.L.R.B.* (Kohler Co.), 300 F. 2d 699, 702 (C.A.D.C.), and cases therein cited. It is with these principles in mind that the Examiner has

considered the incidents of alleged misconduct which are apparently relied upon as disqualifying from reinstatement the employees listed in Schedule 6(a) of the Company's amended answer.[1]

The Company asserts in its memorandum that it believed in good faith that the employees listed in *Schedule* 6(a) were guilty of serious acts of misconduct during the strike and, relying on *Rubin Bros. Footwear, Inc.* v. *N.L.R.B.*, 203 F. 2d 486 (C.A. 5), argues that although it may have failed in part to prove that the employees listed in Schedule 6(a) actually engaged in serious misconduct, since the record shows it believed in good faith that they had engaged in such misconduct, this is sufficient basis for denying reinstatement. While the Board has not acquiesced in the principle of the *Rubin* decision on the Fifth Circuit and the question is now pending before the Supreme Court in *N.L.R.B.* v. *Burnup & Sims, Inc.*, certiorari granted, 375 U.S. 983, even if the Supreme Court should ultimately sustain the *Rubin* principle upon which the Company relies, it would not be applicable in the present situation, which involves purely a question of remedy, and not the question whether an unfair labor practice has been committed.

Reinstatement of the strikers, upon application, was ordered in this case to remedy the Company's refusal to bargain collectively in violation of Section 8(a)(5), which the Board found prolonged the strike. In the *Rubin* case, unlike this case, the Board was considering the employer's refusal to reinstate economic strikers which was alleged to violate Section 8(a)(3) and (1) of the Act. In such situations, the employer's motivation for refusing reinstatement is in issue and the employer's belief as to misconduct may throw light on this issue. In the instant case, which involves the reinstatement of *unfair labor practice* strikers, upon application, the only question, as indicated above, is whether the employee has so seriously misconducted himself to render him unfit for further employment. In a case like the present the employer's mo-

[1] In view of the Company's failure to treat the employees' cases individually in its memorandum, the Examiner cannot ascertain precisely what conduct the Company is relying upon in each of the individual cases in which the misconduct defense is raised.

tivation at the time he refuses reinstatement is immaterial. Misconduct of a striker which is unknown to the employer at the time he refuses reinstatement might be the basis of the Board's withholding the reinstatement remedy. It is the nature and seriousness of the employee's conduct rather than the employer's belief in this regard which is determinative. It would be highly illogical and contrary to common sense to have the remedy for an employer's antecedent unfair practices to return on the employer's belief, no matter how mistaken he may be in fact, as to employees' subsequent conduct during a strike.

Before coming to the specific incidents of alleged misconduct which are apparently relied upon as disqualifying from reinstatement the employees listed in Schedule 6(a) of the Company's amended answer, it should be noted, in accordance with Rutter's testimony, that the Company during the strike adopted the policy of not reinstating the strikers who, in Rutter's words "were judged in our opinion to be the hard core that had repeated acts of violence." These strikers, Company witnesses testified, were informed when they personally applied for reinstatement of the reason for the Company's refusal.

Since 8 of the 15 striking employees listed in Schedule 6(a) of the Company's amended answer are implicated by the testimony to a greater or a lesser degree in a disturbance occurring outside the Company's plant on October 21, 1954, it may be helpful if the Examiner sets forth at the outset the salient facts concerning this incident.

2. The October 21, 1954, incident

Piecing together the testimony of the various witnesses concerning this incident, the Examiner finds as follows: A group of workers in the plant, tired of the harassments they had received at the hands of the strikers going to and from work, decided to do something about it on October 21, 1954. Among the group of about 12 who planned to take action that day was Hazel Tate, who was still employed by the Company at the time of the hearing. Tate, called as a witness by the Union, testified that this group decided to provoke a fight with the pickets during the lunch hour. It appears that, pursuant to the plans of

the group, empty coke bottles were *lines* up along the walls just inside the front door of the plant.

On this occasion two strikers were walking as usual, with their umbrellas. On the Pauline Street side of the plant, Lorraine Lyons was patrolling and Louella Johnson was walking in front of the building on Dauphine Street. At the strike headquarters, which was in the rear of a store at the corner of Dauphine and Independence Streets, across Independence from some houses which were then adjacent to the factory, about eight or more strikers were hanging around waiting to take their turn doing picket duty. A large number of workers were eating their lunches in front of the Company's warehouse (then being built) across Dauphine Street from the main plant.

Between 11:50 and 12 noon that day (the lunch hour ended at noon), Tate and others in the doorway of the plant started taunting the pickets with epithets, and "droves" of workers started coming out of the plant. One of these pushed Louise Gordon (also a worker) into Louella Johnson, who was walking with a picket umbrella in front of the plant. Louella called to Lula Mae Washington, a picket captain, who was preparing to commence picket duty. Lula Mae approached running, with other strikers following her. Tate challenged Washington to fight. About this time bottles started flying from the plant. Mary Fland ran from the large group of workers eating their lunch across the street to see what was happening to Louise Gordon, her niece. Fland was carrying a tree branch about 18 inches long. Fland got into an argument with Washington. While this was going on bottles and brickbats were flying back and forth thick and fast. A number of windows in the plant were broken, as was the door glass. In the melee Marion Randall was out on the head with a broken bottle. When Fland retreated inside the plant, she discovered that she had been cut on the back. Fland and Janie Kirk testified that they saw Washington with a penknife in her hand. It is undisputed that thereafter Fland and Washington "tangled," and then Fland discovered that she had been cut. Washington denied having a knife on any occasion during the strike. Washington's denial is not credited. In the Examiner's opinion, Washington was too sweeping in her de-

nials of strike harassment of workers during the strike to be believed. The Examiner finds that Washington was guilty of the stabbing. After the Fland-Washington altercation, the workers were ordered back into the factory. The whole incident lasted about 5 minutes. Work began on schedule when the second bell rang.

Tate, who was one of the ringleaders in the action against the strikers on October 21, 1954, was not discharged or laid off because of her participation in this affair, as the Specification shows. Fland also remained on the payroll despite her *aggressive* acts on this occasion. The record does not reveal what discipline, if any, was given to the workers who engaged in the bottle-throwing during this incident.

In view of the Company's failure to get rid of the workers who were guilty of the same conduct as the Company argues disqualifies the strikers from reinstatement and the further fact that the disturbance occurred in the course of a bitter strike which was prolonged by the Company's serious unfair labor practices, the Examiner finds that, with the exception of Lula Mae Washington, none of the participants in the October 21, 1954, disturbance has so misconducted herself by participating in this incident alone, as to render her unsuitable for further service with the Company.

3. Discussion of the individual cases

1. AMANDA BICKHAM

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)[1]	4-14-55[2]	Begins 4-14-55
Reinstated	No	No	Ends Still accruing[3]

[1] As indicated above, the notation "(U.)" indicates that the General Counsel is relying on a Union letter of application. Otherwise a personal application at the plant is relied upon.

[2] Unless otherwise specified, the dates here appearing are the dates stated in the Company's amended answer to the Backpay Specification.

[3] The term "Still accruing" refers to the situation as of June 30, 1961, the end of the period covered by the Specification, and does

Evidence adduced by the Company regarding misconduct? The only testimony concerning alleged misconduct on Bickham's part is that of Supervisor Drake to the effect that he saw her throwing bottles and brickbats during the October 21, 1954, disturbance. Bickham testified that she did not arrive in the vicinity of the factory until after the disturbance was over. In view of the fact that Drake's memory about many events during the strike was very hazy at the time of the hearing, the Examiner credits Bickham's testimony. In any event, as found above, Bickham's offense, if it in fact occurred, was not sufficiently serious to disqualify her from reinstatement.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Bickham worked for the New Orleans Laundry in 1955-2 [1] and the first half of 1955-3, after which she was laid off for lack of work. After that Bickham was referred for 2 days work as a dishwasher for which she was paid $8. For the rest of the backpay period and up until the time of the hearing, Bickham's only income was approximately $7 a week (admitted to be $360 a year in the Specification) which she received doing ironing in her own home.

Bickham's testimony about looking for other work while doing ironing at home is rather vague. She testified that after leaving the New Orleans Laundry she looked around at different places for work, but with a few exceptions could not remember where and when. When asked whether she sought employment at any sewing factory since she left the New Orleans Laundry, Bickham answered, "Yes, I did. I went to very few places." She could not recall the names of any such places where she applied for

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not necessarily mean that backpay is still accruing as of the date this Decision issues. In some cases this terminology is used even though the record indicates that the employee has accepted, or at least has been offered, reinstatement after June 30, 1961. For the information of the parties, the Examiner has attempted to indicate such facts where they have come to his attention, but in so doing does not purport to make binding findings as to such matters, which he regards as outside the scope of this proceeding.

[1] 1955-2 refers to the second quarter of 1955. For the sake of brevity throughout this Decision the various years and quarters will be referred to in this manner.

work in 1955. However, Bickham did remember that at some time or other she had applied for work at B. Bennett's sewing factory. When asked whether she could tell the name of any place she looked for a job in 1956 or 1957, Bickham answered that she could not remember. Bickham did recall that she had been sick for 1 month in 1957, and the General Counsel in his memorandum accordingly has eliminated all claim for February 1957. Regarding 1958, Bickham testified that she went to a few places looking for work, but that she could not remember the names. Bickham added that it was a number of places that she went to, and that all they would say was, "Don't call me, but I'll call you." When asked about the name of companies at which she looked for work in 1959, Bickman replied, "I don't go to any. I don't remember going to any company because I was still doing ironing at home." Bickham testified that she had a tonsil operation, which the Examiner finds caused her to lose 2 weeks work in the second half of February 1959.[1] Bickham admittedly did not look for work in 1960 because she was pregnant.

As the Examiner reads the foregoing testimony, the Company has not established that Bickham was not looking for work during the times in 1955 through 1958 when she was not occupied doing pressing work in her home. While Bickham's testimony by no means unequivocally shows affirmatively that she was attempting to find other or additional work in 1955 through 1958, in view of the fact that the "willful loss" defense is an affirmative defense, it was the Company's duty to clarify matters and establish that Bickham did not look for work in the years 1955-1958. Having failed to do so, the Examiner has no alternative but to conclude that the Company has not sustained its burden of proof with respect to the "willful loss" issue.[1]

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[1] No deduction is made for this period of unavailability because the 6 percent deduction takes care of such periods.

[1] The Examiner recognizes that the Company's burden in this respect, like that of all employers in backpay cases, is a heavy one, indeed. But the applicable law, as the Examiner understands it,

The Company's misconduct defense in the is rejected. Bickham willfully incurred s in the year 1959 by not seeking other rk in that year. Bickham's gross back- 1959 will be computed upon the basis of have earned working 2 days a week for

Applie / Reins	statement in	As admitted by Company	Backpay period As found by Examiner
Evn duct: ticipa (not	(U.)	4-20-55	No backpay

ed by the Company regarding miscon- identified by Daisy Ray as having par- with Octavia Smith and Anita Craft), in an assault on Ray in May 1954. ification of Brown as being a participant the 1963 hearing was uncertain, to say timony in the 1955 proceeding, when the more fresh in her mind, leaves no doubt mind that Ray knew who Elvera Brown the incident. Brown denied taking any nt and testified that at the time it oc- aiting outside a police station for the the union representatives being held ns more fully stated hereinafter, the t credit Brown's testimony in this re-

n employers. The Examiner has attempted eding to grasp the true meaning of the em- f, when an employee testifies, for example, ll looking for work during that period," the at the employee meant to convey that she did ing that period the Examiner has so found. the Examiner concludes from the language context, that the employee meant to convey not remember whether she looked for work, or she might not, the Examiner has found

Resolving the somewhat conflicting versions of the testimony concerning this incident given by Daisy Ray and Octavia Smith, who admittedly was involved, the Examiner finds that the following occurred on the occasion in question:[1] After Ray got off the bus upon arriving near her home (which is 52 blocks from the plant), a car stopped behind her containing a man and about six girls.[1] Octavia Smith got out of the car and approached Ray. Ray, who had worked at the plant before the strike and who had worked at the plant before the strike and who had stayed out on strike for only 3 days, became visibly frightened when she saw Smith approaching, although Smith was a very tiny person compared with Ray. Thereupon Ray pulled a pair of scissors from her purse and started jabbing at Smith. Smith almost simultaneously started hitting Ray. What next must have happened was that Smith started getting the worst of the affair. Whereupon she called for help and at least two other girls got out of the car. Ray ran back to the front steps of a house where a friend was sitting, with the girls from the car chasing her. One of the girls hit her with an umbrella and Ray fell on her back across the steps. There Anita Craft beat her with a stick, and Elvera Brown punched her in the stomach with an umbrella. Ray was beaten about the face and various places on her body on this occasion. She made her way home in the next block and called the police. The police came and found Ray still bleeding, so they took her to the hospital for treatment.[1]

As a result of this incident Elvera Brown, Octavia Smith and Anita Craft were identified to the police by Ray as having been her attackers, and they were all

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[1] The Examiner is relying upon the testimony given at both the 1955 and the 1963 hearings in making the findings which follow.

[1] While Smith testified that on this occasions he was on foot and alone, her explanation as to her destination at this time was very unconvincing, and her testimony as a whole left the Examiner with serious doubts about her credibility.

[1] The foregoing account is based largely on Ray's testimony. While the General Counsel points to certain discrepancies between Ray's 1955 testimony and that given by her in 1963, the Examiner finds none of sufficient significance to raise serious doubt concerning Ray's credibility.

charged with aggravated battery against Ray. A year later, in May 1955, the three women, Elvera Brown, Octavia Smith and Anita Craft pleaded guilty in Court, through their attorney, to simple battery upon Daisy Ray.

Elvera Brown impressed the Examiner as being a credible witness on the whole and some testimony was adduced supporting her alibi. However, after considering all the evidence bearing on this point, the Examiner concludes that he cannot accept Brown's denials that she attacked Ray, in view of her plea of guilty to this charge. Brown's plea of guilty, was made just 2 months after she testified in the first hearing and just a few weeks after she applied for and had been refused reinstatement. Consequently Brown must have known at the time she made the plea (or at least her attorney did) that her conduct during the strike had become an issue in the case. Making a plea of guilty under such circumstances cannot be dismissed as being merely in the nature of a settlement to avoid a trial of the issue, as the General Counsel and the Union suggest. Under all the circumstances, this was not a step to be taken lightly. The fact that such a plea was made at this time convinces the Examiner that Elvera Brown feared going to trial on the charge with which she had been booked. For these reasons the Examiner has resolved the credibility problems in this case as he has done, and finds that Elvera Brown was one of a group which followed Ray after leaving her work and made a severe physical attack on Ray. Brown's conduct, in the opinion of the Examiner was sufficiently serious to warrant her nonreinstatement.

Conclusions: The Company's misconduct defense is sustained in the case of Elvera Brown.

3. DOROTHY DANDRIDGE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)		
Reinstated	No		No backpay

Evidence adduced by the Company regarding misconduct: The testimony of various workers during the strike

implicates Dandridge in a number of incidents of misconduct. However, in view of the Examiner's conclusion regarding one incident, it is not necessary to review the testimony in detail. Regarding the most serious incident, it appears that early in the strike Dandridge and some other girls, together with Union Representative Dorsey, followed in a car Marian Randall Giles, Mercedes Simmons, and Dorothy Washington as they went home on a bus from the plant. When these women got off the bus at a transfer point, Dandridge accosted them. Brandishing a pistol in front of her, Dandridge berated Giles for working during the strike. Although Dandridge was recalled to the stand after Simmons and Washington testified about Dandridge having a pistol, Dandridge was not questioned about this incident. Consequently Simmons' and Washington's testimony in this regard stands undenied in the record and the Examiner credits it.

Mildred Johnson gave credible testimony about another incident involving Dandridge. On this occasion a half-ton truck was behind the bus on which she was traveling from the plant to her home. When Dandridge got off the bus, the truck continued on one-half block and parked. When she came near, several strikers, including Dorothy Dandridge and Veoila Gibson Hamilton, got out of the truck, and Dandridge hit Johnson on the shoulder with her hand. A fight ensued, in the course of which the shoulder strap of her purse became broken. Unidentified girls picked up her purse and ran with it. Later Dorothy Dandridge, Veoila Gibson Hamilton and Ed Reader were charged with simple robbery and with battery upon Dorothy Dandridge. Thereafter, each of the defendants pleaded guilty to the battery charge and the robbery charge was dismissed.

Two other incidents merit mention. Superintendent Drake testified at the original hearing in 1955 that Dandridge, Doris Lewis, and three or four others chased Joe Lee Congress one morning as she was walking towards the plant from the bus, and that he saw Dandridge throwing bricks and a garbage can cover at Congress on this occasion. Superintendent Drake further testified at the

1955 hearing that Dorothy Dandridge, Audrey Griffin, Anita (Pinky) Craft, Elmarie Lanier and about 15 others were involved in an incident with Rosalie Smith, who worked in the plant during the strike. Smith had entered a bakery shop about a block from the plant. The group of strikers was standing outside the shop. Drake went in his car to the bakery. When Drake parked his car in front of the bakery, the group walked up to the car with bricks in their hands and said, "You better not get her out of there, she is not going to get out of there alive." The Examiner concludes that Dandridge was not frank in her general testimony that she observed no incidents between workers and strikers during the strike, and has resolved questions of credibility adversely to Dandridge.

Conclusions: In the opinion of the Examiner Dandridge's conduct as a whole during the strike renders her unfit for further employment. Accordingly, the Company was justified in refusing to reinstate Dandridge.

4. JIMMIE LOU GREEN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55 (R-220)[1]	Begins 4-14-55
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding misconduct: The only incident of misconduct attributed to Green occurred at the time the strike began on the morning of April 21, 1954. Superintendent Drake testified concerning his observations that morning as follows: "There was a large gathering of employees immediately in front of the plant . . . . There were groups forming a chain line, zig-zagging back and forth in front of the main entrance . . . ." "[Green] seemed to be one of the leaders of the group who was preventing employees from entering the building, and she told me that I couldn't get in the building and proceeded to push me toward the street away from the door." Green testified that Drake "came

[1] This is a reference to the Company's Exhibit No. 220.

out and he pushed me from the side, and I grabbed him to keep from falling." Green denied blocking the door. It appears from the record in the main case that Drake was able to push his way through the massed strikers on this occasion and that after the *the* arrival of the police later that morning the number of pickets was reduced to two at each plant door. The Examiner finds that Green understated the extent of her activities on the morning in question and accepts Drake's version of the incident. The Examiner concludes, however, that Green's conduct was not sufficiently serious to warrant withholding the normal reinstatement remedy. See *Stewart Hog Ring Co.*, 131 NLRB 310, 312.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: With the exception of two periods during which Green was not available for employment and for which no backpay is claimed in the Specification, Green worked throughout the backpay period as a maid in a private home. For the first few months she worked only 3 days a week, but Green looked for other work on her days off. Thereafter, Green worked 5 days a week and did not look for other work during this time. The record shows that Green was not available for work due to pregnancy in 1957 rather than in 1956, as stated in the Specification. These same portions of 1957 will be eliminated in lieu of those portions excepted in 1956 because of pregnancy. Her interim earnings will be handled similarly based on $25 per week earning base. Her interim earnings throughout her work with Mrs. Victor Hess will also be recomputed based upon earnings of $25 per week to reflect the change in the gross backpay to a standard 13 week quarter. See note , p. *supra.* The total amount of interim earnings, thus redistributed, equals the amount reported in the Specification.

Conclusions: The Company's misconduct defense is rejected in Green's case. No willful loss of earnings has been proven. Green is entitled to backpay as set forth in the Appendix at p. 191.

5. AUDREY MAE GRIFFIN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	5-13-55 (U.)		No backpay
Reinstated	No		

Evidence adduced by the Company regarding misconduct: Griffin participated in the disturbance in front of the plant on October 21, 1954, which the Examiner finds, for the reasons above stated, does not by itself disqualify Griffin from reinstatement. In addition to testimony about this incident, the Company adduced the testimony of three other witnesses regarding incidents allegedly involving Griffin.

Rose Leonard credibly testified that on several occasions during the strike, after she got off the bus and was walking towards the plant, suddenly "a whole gang of people" would start "throwing bricks and bottles, sticks, anything they got their hands on in the street." Leonard identified Griffin, Elmarie Lanier and Ernestine Lanier as being in the group engaging in such activity. Leonard further testified that "a lot of time I took different routes, you know, get off the bus, you know, a couple of stops back and go another way to keep from being run to work." Mary Henderson testified that she "used to see one girl in particular, Audrey Griffin. She used to try to stop the people from going in . . . she had a stick sometimes . . . . She would just chase after. I never did see her hit anybody . . . . Some of [the people] would run." Henderson added that Griffin at the same time would curse the employees who were going to work. Henderson's testimony is credited. Griffin was also involved in the Rosalie Smith—bakery shop incident discussed in the case of Dorothy Dandridge. Griffin had died prior to the hearing in this case, and consequently her version of these incidents is unavailable.

Joe Lee Congress testified that one morning during the strike while she was walking from the bus stop to the plant, Griffin came across the street and struck her across the back with an umbrella. Congress added that

Superintendent Drake came up at this time and stopped the fight. For reasons set forth more fully below in the case of Doris Lewis, the Examiner finds, upon the basis of the testimony of Superintendent Drake, that Congress was mistaken in her identification of Griffin as being involved in this incident.

Conclusions: Upon the credited testimony of Rose Leonard, Mary Henderson, and Superintendent Drake, the Examiner concludes that Griffin's conduct during the strike was such as to render her unsuitable for further employment. The Company was therefore justified in refusing to reinstate her.

6. GUSTAVIA HAYNES (GALE)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55 (Exh. C)	Begins 4-14-55
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding misconduct: Since the Company did not brief the cases individually, it is not known what evidence the Company is relying on in the case of Gale. The General Counsel in his brief refers to the testimony of Edith Green in his discussion of this case, but contends that it does not implicate Gale. The Examiner agrees. Green testified concerning one occasion during the strike when she was returning home from paying some bills on which two girls approached and one, "Pinky" (Anita Craft, not involved in this case), hit her with a branch, and the other, whom she variously referred to as "Anastasia" and "Ernestine," hit her with a stick. When asked "Pinky's" real name, Green replied, "I think they told me her name was Gustavia Hanley." Haynes denied being involved in any fights or going to the homes of any workers during the strike. In the opinion of the Examiner, the testimony above summarized falls short of establishing that it was Gale who was involved in this incident.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: With the excep-

tion of brief intervals during the first part of the backpay period, Gale was employed throughout the backpay period. From November 1955 until November 1962 Gale worked for Schram Bros., another sewing factory. At times during her employment by Schram Bros. Gale was drawing partial unemployment compensation, because full-time work was not available. The record establishes Gale's search for work during her intervals of unemployment, either by personal application or by registration at the State Employment Service, or both. Haynes earned $20 working as a maid 1 day a week for 5 weeks during 1955-2, which is not shown in the Specification.

Conclusions: The Company has not shown that Gale engaged in misconduct during the strike. No willful loss of earnings has been proven. Gustavia Haynes Gale is entitled to backpay as set forth in the Appendix, which reflects the deduction of Gale's additional earnings as a maid. See p. 192.

6. ROSE MARIE HICKS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55 (Exh. C)	Begins 4-14-55
Reinstated	No	No	Ends Still accruing

Evidence adduced by the Company regarding misconduct: Ida Fleming, when questioned as to whether she had seen "Rose Marie" at the scene of the disturbance outside the plant on October 21, 1954, answered, "Yeah, she was there." When asked on cross-examination about knowing "Rose Marie Hicks by sight," Fleming replied, "Rose Marie Hicks, I guess I know her but I don't know her by name. I couldn't place who that is." This is the only evidence which the Examiner is aware possibly linking Hicks with misconduct during the strike.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: With the exception of the year 1955 and a 6 or 7-month period in the first part of 1959, Hicks worked fairly steadily in sewing fac-

tories in the backpay period, although she did not regularly have full-time work. Hicks could not recall whether or not she looked for work during her longest period of unemployment, which was from the end of the strike to some time early in 1956, when she got a job with E. H. Blum. With regard to this period the Examiner concludes that the Company has not sustained its burden of proving that Hicks was not looking for work at this time. As to the other period of unemployment, the record shows that Hicks searched for work both by making personal applications and by registering for unemployment compensation with the State Employment Service. The Specification inadvertently fails to include backpay for Hicks for 1956-2, during which she earned $399.70 working for Blum's (as shown by the Social Security records). The Examiner finds that Hicks had additional interim earnings not set forth in the Specification of $8 for 1 day's work at Excel in 1959-1 and that Hicks earned $3 per week doing dressmaking at home during 1959-1 and 1959-2.

Conclusions: The Company has not shown that Hicks engaged in misconduct during the strike. No willful loss of earnings has been proven. Rose Marie Hicks is entitled to backpay as set forth in the Appendix, which reflects the inclusion of 1956-2 and the additional interim earnings found above. See p. 193.

8. ELMARIE LANIER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-20-55 (R-220)	No backpay
Reinstated	No	No	

Evidence adduced by the Company regarding misconduct: Elmarie Lanier was one of the participants in the October 21, 1954, disturbance outside the plant which the Examiner has found, for the reasons explained above, not to disqualify her from reinstatement. Elmarie Lanier was also involved with her sister, Ernestine, Audrey Griffin, and others in chasing Rose Leonard as she walked

to the plant from the bus stop and pitching bricks, bottles, and sticks at Leonard. Mary Fland testified that "a couple of times Elmarie and Ernestine Lanier and their brother drove by her house and pitched rocks at it.

Elmarie Lanier was also involved in the incident witnessed by Superintendent Drake in which a group of strikers were awaiting the departure of Rosalie Smith from a bakery shop with bricks in their hands. This incident is more fully discussed in the case of Dorothy Dandridge. Elmarie Lanier was not called as a witness and consequently the testimony of Leonard, Fland and Drake is undenied. It is credited.

Conclusions: In the opinion of the Examiner, Elmarie Lanier's conduct during the strike renders her unsuitable for further service, and the Company was justified in refusing to reinstate her.

9. ERNESTINE LANIER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-20-55 (R-220)	No backpay
Reinstated	No	No	

Evidence adduced by the Company regarding misconduct: Aside from her participation in the October 21, 1954 melee, Ernestine Lanier was one of the group, including her sister, Elmarie, who chased Rose Leonard and threw bottles and sticks at her as she walked to the plant from the bus stop. As Leonard credibly testified, this chasing occurred "about every day" "when the strike was really on."

As found above, Ernestine Lanier also was engaged with her sister and brother in pitching rocks at the home of Mary Fland. This happened on two occasions. Ernestine Lanier was not called as a witness in this proceeding.

Conclusions: Ernestine Lanier's conduct during the strike renders her unsuitable for further employment, and the Company was justified in refusing to reinstate her.

10. LOUIS LARRIEU

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-18-55	4-18-55 (Tr. 1187)[1]	No backpay
Reinstated	No		

Evidence adduced by the Company regarding misconduct: Superintendent Drake testified as to Larrieu's participation in the October 21, 1954 disturbance outside the plant, which the Examiner has found, under all the circumstances of the case, not to warrant disqualification from reinstatement. When questioned about any other incidents involving Larrieu, Drake testified that he saw Larrieu hit Louis Perrin, a mechanic, over the head from behind with some sort of an object like an umbrella or a stick, which caused Perrin's head to bleed. Larrieu was not called to deny Drake's testimony. While the General Counsel contends that Drake's testimony regarding the assault upon Larrieu was too vague both as to the nature of the weapon used and regarding the timing of the attack, the Examiner concludes, in view of the 8½ years intervening between the incident and the giving of Drake's testimony and all the other circumstances of the case, that Drake's testimony is entitled to credit.

Conclusions: Larrieu's attack on Perrin is sufficiently serious, in the opinion of the Examiner, to disqualify him from reinstatement.

11. DORIS LEWIS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	5-23-55 (Exh. C)	No backpay
Reinstated	No	No	

Evidence adduced by the Company regarding misconduct: Superintendent Drake testified that during the strike he observed Joe Lee Congress walking down In-

[1] This is a reference to the page number of the typewritten transcript of testimony in this case.

dependence Street towards the plant, and that when she reached a point opposite the strike headquarters at Independence and Dauphine Streets, he saw Doris Lewis come running across the street and punch Congress in the back two or three times with an umbrella. Drake emphasized that he was certain in his identification of Lewis as being involved in this incident. At the original hearing Drake credibly testified that Lewis was one of a group of five or six strikers who chased Congress on this occasion.[1] At the hearing Lewis was not questioned about this incident.[2]

Conclusions: In the opinion of the Examiner the conduct of Lewis in chasing Congress and punching her on the back with an umbrella renders her unfit for further employment, and the Company was justified in refusing to reinstate her.

12. LEONARD LEWIS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-21-55 (R-220)	Begins 4-14-55
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding misconduct: Theodore Batiste, one of the Company's *foreman* testified regarding a scuffle between Lewis and one Turner, as Turner was entering the Company's uptown plant one morning during the strike. Batiste's testimony is as follows:

> Well, Leonard was walking right by the entrance of the driveway and he would walk no further than from one end or the other of the driveway in the morning, so when he saw me coming he got out of the way, but Turner was coming walking, and I passed Turner just before I got to the driveway, and

[1] The Examiner does not agree with the General Counsel's contention that Examiner Buchanan discredited Superintendent Drake's testimony about this incident (115 NLRB, at 402).

[2] This is the attack which Congress erroneously attributed to Audrey Griffin.

> by the time I parked my car I heard this slushing and slashing and water and mud, and I couldn't figure out what happened; I thought Leonard had gone and Turner had gone around the corner, did, so I got out of my automobile and I went back and there they were fighting right in the ditch of mud and water. So I turned and made Turner go inside. And Leonard, he got up and he went to the corner where he was stationed at the corner of Danneel, I think.

While Batiste further testified that Lewis had the habit of twirling his umbrella when a worker passed in such a manner as to nick the cheek of the worker, he admitted that he had not seen the fight between Turner and Lewis start, had not heard what the two men were saying to one another, and did not know who was responsible for starting the fight.

Lewis' testimony about the fight is as follows:

> . . . I was picketing back and forward in front of this gate and to the corner which was nearly a half block distance and all the workers had passed and gone into the gate and I passed many of them in the same spot where I passed him and when he (Turner) got there he bumped into me and before he said anything he hit me and that's when I grabbed him and when I grabbed him we fell. And one of the foremen who was watching the gate at the time, they locked it after the employees went in, he came out and grabbed me and pulled me off and that's when he started hitting me under the eye and he turned me loose and pulled this fellow in and that was the end of it.

Lewis further testified that both he and Turner were charged in court with disturbing the peace and that the charges were dismissed.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Lewis worked throughout the backpay period at Haspel's except for short periods during which he drew unemployment compensation.

Conclusions: In view of the fact that there is no evidence that Lewis was responsible for starting the fight with Turner—in fact the only evidence is to the contrary —the Examiner finds that the Company has not sustained its burden of proof with respect to Lewis' alleged misconduct. No willful loss of earnings has been proven. Leonard Lewis is entitled to backpay as set forth in the Appendix. Due to the change to the calendar quarter system of computation, backpay is included for 1955-4 which is not listed in the Specification. Backpay for other quarters listed in the Specification has been reduced for the same reason. The net effect of the change to calendar quarters in the case of Lewis is to reduce the net amount of backpay due. See p. 197.

13. LEONARDINE SMITH

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)		No packpay
Reinstated	No		

Evidence adduced by the Company regarding misconduct: Smith participated in the October 21, 1954, disturbance outside the plant, which the Examiner has found not to justify nonreinstatement. Besides this, Smith is implicated in one other incident during the strike involving Josephine Hunter. Superintendent Drake testified that Hunter called him on this occasion and asked him to meet her at the bus stop, and she would be late for work. Drake was waiting at the bus stop when Hunter arrived. As Hunter got off the bus, Drake saw three strikers, including Leonardine Smith and Manny Mae Gross, running towards the bus. When they reached Hunter, according to Drake, they "started beating her about the back with an umbrella and a purse," and then Manny Gross "got ahold of her hair and started swinging her around by her hair . . . they finally stopped because it got to be a standoff. She had done got one of the other girl's hair and they were just gripped there in a deadlock." The General Counsel cites Drake's testimony

at the 1955 hearing, but I do not read it as he does. This testimony indicates that towards the end of the fight Smith was also trying to separate Hunter and Gross, but it does not absolve Smith of hitting Hunter.[1] At the time of the hearing, Leonardine Smith was confined to the State Hospital at Jackson and was unavailable to testify. Drake's testimony is credited.

Conclusions: Leonardine Smith's attack on Josephine Hunter, in the opinion of the Examiner, is sufficiently serious to disqualify her from reinstatement.

14. OCTAVIA SMITH

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	No packpay
Reinstated	No		

Evidence adduced by the Company regarding misconduct: Octavia Smith was involved in the attack on Daisy Ray in May 1954. The facts concerning this incident have been discussed in the case of Elvera Brown. The Examiner has found that Brown's conduct on this occasion was such as to disqualify her from reinstatement.

The General Counsel urges with respect to Smith that in view of the fact that Daisy Ray started the fight by jabbing at Smith with her scissors, Smith was justified in defending herself in the manner in which she did. The Examiner would certainly agree if it had simply been a fight between the two women with no others involved. But here a group of strikers followed Ray as she got off the bus some miles from the plant where she was employed. This was not an infrequent occurrence during the strike. Ray's reaction to being followed in this manner by a group presumably hostile to her because of her abandonment of the strike was not surprising, and hence

[1] Contrary to the General Counsel's contention, the Examiner concludes that Examiner Buchanan in the earlier proceeding credited Drake's testimony concerning this incident, but ruled that Union responsibility had not been established.

Ray's jabbing at Smith with the scissors is not to be regarded as provocation in the ordinary sense which justified Smith and the others acting as they did. For these reasons the Examiner concludes that Smith's actions are not to be regarded as justifiable self-defense.

Conclusions: By participating with the group of strikers who followed Ray on her way home from the plant and by taking part in the attack on Ray which followed, Octavia Smith has so misconducted herself as to warrant the Board in withholding the normal reinstatement remedy in her case.

15. LULA MAE WASHINGTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55 (Exh. C)	No backpay
Reinstated	No		

Evidence adduced by the Company regarding misconduct: As found above, Washington stabbed Mary Fland in the back during the October 21, 1954 disturbance. The General Counsel concedes that if Washington was guilty of such conduct, the Company would be justified in refusing to reinstate her. The Examiner agrees.

Conclusions: The Company has sustained its misconduct defense in the case of Lula Mae Washington.

C. *The failure to apply after the strike defense (Schedule 6(b))*

1. General discussion

The employees listed in Schedule 6(b) of the Company's amended answer fall into three categories. The largest group is composed of those who were named in one of the Union's April 1955 letters requesting reinstatement of strikers and who did not apply personally at the plant at any time. Consistent with the position taken by it in the period after the strike in 1955, the Company contended in its amended answer filed in January 1963 that the 16 employees in this category had not validly applied

for reinstatement. The Examiner's holding that the Union's letter of applications constitute valid application for reinstatement on behalf of the employees named therein disposes of the Company's contention regarding the employees in this category.

The second category included in Schedule 6(b) consists of strikers who admittedly applied for reinstatement during the strike and did not again apply either during or after the termination of the strike. As to these employees, it apparently is the Company's position that they were obliged to apply again and again to demonstrate their continued interest in reinstatement. The Examiner believes that the Company's reinstatement and backpay obligations cannot be so lightly shrugged aside. In the Examiner's opinion, a reinstatement application made by an unfair labor practice striker, whether made during or after the strike, creates a continuing obligation upon the employer to offer to take the employee back, an obligation which, absent special circumstances, can be terminated only by an unconditional offer of reinstatement.

The third category of employees listed in Schedule 6(b) consists of those as to whom there is a genuine controversy as to the fact of the employee's application for reinstatement. As appears more fully below in the discussion of the individual cases, there were originally eight employees in this category. The case of one, Eloise Epps Morrison, the Examiner in effect dismissed at the hearing. In two other cases, Irene Alexee Burrell and Dorothy Weathersby, the Examiner has resolved the conflicting testimony in favor of the Company's witnesses. In one of the five remaining cases, Sonora Barnes Rochon, there was no effective denial of the employee's testimony concerning her application.

In two of the remaining four cases of controverted applications the employees testified that they filled out written applications and left them at the plant. The Company in these two cases relies upon the fact that no such applications were found in its files as establishing that no application had been made. This raises the question of reliability of the Company's record-keeping system.

Rutter testified generally that the Company was systematic about taking care of and filing all applications from returning strikers. The fact that there is no dispute about the filing of written applications in all but a very few cases suggests that on the whole the Company's records were quite complete. On the other hand there are sufficient indications of weakness in the Company's record-keeping system to lead the Examiner to conclude that the absence of an application in the Company's files cannot be regarded as conclusive of the fact that none was filed.

During the hearing, the Company requested leave to amend its answer in the case of various employees because of the belated discovery of information which was inconsistent with that pleaded in its amended answer which was filed in January 1963. See the cases of Eunice Johnson, Marion Banks Kennedy, and Lorraine Lyons. The case of Lyons perhaps best illustrates the weakness of the Company's record keeping system. In its amended answer the Company alleges that Lyons did not apply for reinstatement until May 11, 1956. Rutter was questioned about Lyon's application for reinstatement as follows:

> Q (By Mr. Read) Now, Mr. Rutter, would you tell me the first application you have in the file for this witness, following the strike?
>
> A Mr. Read, the first one I have in her file is dated May 11, 1956.
>
> Q This was for Lorraine Lyons?
>
> A For Lorraine Lyons, but there is a part of her file, production file, employment record that is not here. The notations in our Respondent's 200 indicate Lorraine Lyons applied pregnant and now can work two and a half months, 4-15-55. I don't have that application and apparently there was an application of 4-15-55. The original portion of this girl's record, production card, and apparently that application are not here. I think we can make a further search of the files and find it. You will notice this notation—incidentally, she was then sent a letter, on Respondent's Exhibit 219, to report to work on Thursday, July 21, 1955.

Q Now, you said something about part of this file being lost. Can you tell us what you know about that?

A I didn't know anything about it until I looked in her file just now, and I note that we have a segment of her employment record dated 60, 61, 62, and we have additional parts of her record, absentee forms, separation notice, daily tardy report dated back to 1952, 1953, 1959, which indicate that somewhere along the line, either my secretary did not pull the entire record or that is filed separately and was not put together for some reason or another.

Similarly, in this case of Alma Wallace, as to whom the Company in its amended answer pleaded that it had received no application at any time after the strike terminated, the Company's file contained no application from Wallace, although in Exhibit C to the amended answer it is stated that Wallace applied on November 28, 1955. When questioned as to the basis for the inclusion of the information concerning Wallace, Counsel for the Company stated that "there is apparently nothing in neither the Board's files or our own which throws any light on it, . . . other than the notation to the effect there was an application sometime in November, although there is no written application in the file." Another employee as to whom the Company pleaded no application received after the strike is Bessie Cooper Lee. Yet Exhibit C attached to the Company's amended answer shows that an application for reinstatement was received from Cooper on April 20, 1955. This discrepancy was not explained at the hearing. Similarly in the case of Yvonne Parnell, as to whom the Company pleaded an application dated of "9/ /55" and whom the Company had previously listed in Exhibit C as having applied on September 13, 1955, the Company was apparently unable to produce the application.[1]

[1] The Examiner draws this inference from the fact that the Company did not respond to the Examiner's request to produce the application and from the fact that the Company did not state in its amended answer the date in September 1955 on which Parnell applied.

Further light on the adequacy of the Company's filing and record keeping system is cast by Rutter's testimony regarding the Company's possession of a learners certificate during and after the strike. As stated above, at first Rutter testified that the Company positively did not have a learners certificate from May 1954 to December 1957. Later on, confronted with undisputable proof as to the error in this testimony, Rutter testified that he had been relying on his study of certain files, and that inadvertently material which should have been included in the files which he had reviewed had been omitted, causing him to misstate the facts.

For these reasons the Examiner cannot rely on the absence of a written application in the Company's files as conclusive evidence that no such application was filed.

2. The individual cases

16. ESTRELLA ALEXANDER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	1-24-55	1-24-55 (Exh. C)	Begins 2-1-55
Reinstated	5030-55		Ends 5-30-55

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Alexander was employed throughout the backpay period at Excel Mfg. Co. She earned $217.99 in 1955-1 and $246.93 in 1955-2.

Conclusions: No willful loss of earnings has been proven. Estrella Alexander is entitled to backpay as set forth in the Appendix, which reflects the deduction of Alexander's earnings at Excel. See p. 180.

17. IRENE ALEXGEE (BURRELL)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	6-7-55		No packpay
Reinstated	No		

Evidence adduced by the General Counsel regarding Burrell's application for reinstatement: Burrell testified that each June in 1955, 1956, 1957 and 1958, upon completing her school year at Southern University College A & M at Baton Rouge, she returned to New Orleans and filled out written applications for employment at the Company's plant. Burrell testified about her first application in detail. She gave her completed application to the personnel clerk who left with it and went towards the back of the plant. Upon the personnel clerk's return, Burrell was informed that there were no openings, and that she would be notified if an opening occurred. Burrell testified that the same thing happened each time she applied. When questioned about the Company's employment application form, Burrell was able to recall in some detail the nature of questions thereon.

Rutter testified generally that the Company was systematic about taking care of and filing all applications from returning strikers and that the Company's files contained no applications from Burrell whatever. It was stipulated that if Johanna Schwab Hurley, the personnel clerk, were called to the stand, she would testify that she had no recollection, one way or another, about events occurring after the strike was called off.

On this phase of the case, the Examiner must decide between Burrell's testimony that she repeatedly filed written applications for reinstatement with the Company and the fact that the Company's files contain no such applications. This is a difficult chore because on the one hand, there was nothing in Burrell's demeanor on the stand to indicate she was not being accurate in her testimony, and, on the other hand, the Company's records of applications filed, at least those filed after the strike was called off, were quite complete. Indeed, in only three other cases is there any controversy about the filing of written applications and these all involved written applications filed in 1954. In all the other cases where employees credibly testified that they had filed written applications, the Company was able to produce these applications, or at least admitted that such applications had been filed. However, this does not mean that the Examiner regards the Com-

pany's records as being conclusive on this score. See the discussion in part 1, above.

However, there are aspects of Burrell's testimony which raise serious questions concerning the accuracy of her testimony that she repeatedly filed written applications with the Company. Thus, Burrell, upon being questioned about places she had applied for work in July and August, 1955, replied, "It is possible that I applied for work at the Meal-a-Minit Restaurant in 1955." Later, Burrell definitely stated that it was in 1955 that she applied and was hired by Meal-a-Minit. Thus it appears that Burrell in her mind was linking her employment by Meal-a-Minit with the year of her first application for reinstatement.

The record establishes, however, that Burrell first worked for Meal-a-Minit in 1958. This is seen in the Social Security records which show that Burrell worked for two concerns doing business at 1000 Canal Street, New Orleans, during 1958-3 and 1959-3. This is the address of Meal-a-Minit.

With respect to 1958 and 1959 Burrell first testified that she did not look for work in 1958 and 1959, other than the part-time work for Orleans Parish School Board. Subsequently, after the General Counsel questioned Burrell about working for two employers whose names were unfamiliar to her, and as to whether it was possible that these other employers were the same as Meal-a-Minit, the General Counsel asked Burrell whether she recalled whether she might have worked for Meal-a-Minit in July, August or September of 1959. From this point on, Burrell placed the dates of her employment by Meal-a-Minit as being during the summers of 1958 and 1959, which is in accordance with the facts stated in the Social Security records.

After weighing all of the factors casting light on the accuracy of Burrell's testimony regarding her applications for reinstatement, the Examiner concludes that in this case the absence of any application in the Company's files is more persuasive than Burrell's testimony that she filed written applications in 1955, 1956, 1957 and 1958. As above, noted, Burrell was inaccurate in her original testi-

mony that she worked at Meal-a-Minit in 1955, after filing an application with the Company. Burrell impressed the Examiner as being shrewd enough to sense, from counsel's questioning, that there was a discrepancy between her testimony and information in the records before the General Counsel. From that point on, Burrell stated that her employment by Meal-a-Minit was in 1958 and 1959. This unexplained changing of her testimony leads the Examiner to conclude that he cannot rely on Burrell's testimony about her repeated applications to the Company for reinstatement.

18. VICTORIA ALLEN

Reinstatement		Backpay period
As alleged in Specification	As admitted by Company	As found by Examiner
Applied 4-5-55 (U.)		Begins 4-14-55
Reinstated No		Ends Still accruing [1]

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: With the exception of 1957-2 and 1957-3, Allen had some employment in each of the quarters for which backpay is claimed in the Specification. In 1956-1 and 1956-2 Allen worked only about a week in each period, and this was for Schram Bros. While Allen showed a tendency to overstate her efforts to find work, from her work record as a whole the Examiner concludes in accordance with Allen's testimony that she needed a job and looked for work whenever she was unemployed. The Specification inadvertently fails to state earnings of $15.75 at Haspel's in 1959-1. This sum will be added to Allen's interim earnings. Due to the change to the calendar quarter method of computation Allen is entitled to backpay for 1959-4, which is not included in the Specification.

Conclusion: No willful loss of earnings has been proven. Victoria Allen is entitled to backpay as set forth in the Appendix, which reflects the adjustments stated above. See p. 180.

[1] Allen was offered and accepted reinstatement during the hearing.

19. SONORA BARNES (ROCHON)

Reinstatement			Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	5-6-55		Begins 5-16-55
Reinstated	No		Ends Still accruing [1]

Evidence adduced by the General Counsel regarding Rochon's application for reinstatement: Rochon testified that in October or November 1954, before her mother died (her mother died on May 7, 1955), she filled out an application for employment at the Company's plant, that the girl in the office took the application and left, and that she returned a while later and informed Rochon that she would call her. Rochon's testimony in this regard is not denied. As stated above, Johanna Schwab Hurley, the Company's personnel clerk during and after the strike, was not called as a witness and it was stipulated that she had no recollection of these events, one way or another.[1]

Evidence adduced by the company regarding interim earnings and willful loss of earnings: Rochon was employed at Interstate Electric at the beginning of the backpay period on May 16, 1955, and worked there until July 20, 1955,[2] when she was discharged. At that time Interstate replaced its female order fillers with me. From her discharge by Interstate until her employment by Xavier University on December 5, 1955, Rochon did not look for other work. After working for Xavier University for 3 months, Rochon was discharged to make a job available

[1] During the hearing the Company sent Barnes a letter offering her reinstatement. Barnes apparently was ill at the time and later filed an application for reinstatement.

[1] Rutter was questioned concerning Rochon's application for reinstatement as follows:

> Q Did the company receive any application for employment from this claimant at any time *after* the stripe ended?
>
> A No sir, none in her file. [Underlining added.] This is not a denial of Rochon's testimony that she filled out an application in 1954.

[2] The Social Security records show that Rochon had $96 in earnings from Interstate in 1955-3.

for a needy student. About the first of April 1956, Rochon obtained a job with B. F. Davis as a facing front pockets operator, the same operation she had performed at the Company. Rochon continued to work for B. F. Davis until December 6, 1958, when she quit because she was required to do three girls work and also because her boss cursed her several times. After leaving B. F. Davis, Rochon did not look for employment until she obtained a job with Bonck's on October 3, 1960.[1] Rochon continued to work for Bonck's for the remainder of the backpay period, and was still working for Bonck's at the time of the hearing.

Conclusions: The General Counsel has sustained his burden of proof with respect to Rochon's application for reinstatement. The Company has proven that Rochon willfully incurred losses in earnings in the following periods: July 21, 1955, to December 5, 1955, and December 6, 1958, to October 3, 1960. No other willful loss of earnings has been established. Sonora Barnes Rochon is entitled to backpay as set forth in the Appendix, which reflects the deductions for Rochon's two periods of willful idleness. See p. 181.

20. IRA BERRY (PATTERSON)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	3-28-55	3-28-55 (Exh. C)	Begins 4-5-55
Reinstated	No		Ends 9-1-55

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Commencing on September 1, 1955, Patterson attended Southern University and obtained her degree in August 1958. No backpay is claimed in the Specification for the period Patterson was attending college. Thereafter Patterson obtained part-time work as a substitute teacher in the Orleans Parish Schools. Patterson testified that after she had ob-

[1] The dates given herein are estimated dates based in part upon the earnings figures shown in the Social Security records and in part upon the testimony of Rochon.

tained her degree she decided that she did not desire to return to work for the Company.[1] The Examiner concludes that Patterson, by her decision, withdrew from the dewing factory labor market. Accordingly, Berry's backpay period terminates on September 1, 1955. See *Mastro Plastics Corp.*, 136 NLRB 1342, 1345 (Pellay) 1387. Patterson named a number of employers' establishments at which she had applied unsuccessfully for jobs either during or after the strike but she was not able to recall for sure whether these applications were made during the 5-month period after she applied for reinstatement.

Conclusions: No willful loss of earnings has been proven. Ira Berry Patterson is entitled to backpay as set forth in the Appendix, which reflects the September 1, 1955, termination date. See p. 181.

21. LEONCE BREAUD, deceased, Estate of

Reinstatement		Backpay period
As alleged in Specification	As admitted by Company	As found by Examiner
Applied 4-5-55 (U.)		Begins 4-14-55
Reinstated No, died 12-4-68		Ends 12-4-58

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: In all quarters for which backpay is claimed in the Specification Breaud had earnings and they were substantial in all quarters except one.

Conclusions: No willful loss of earnings has been proven. The estate of Leonce Breaud is entitled to backpay as set forth in the Appendix at p. 182.

22. JUANITA COLUMBUS

Reinstatement		Backpay period
As alleged in Specification	As admitted by Company	As found by Examiner
Applied 4-5-55 (U.)		Begins 4-14-55
Reinstatement (offered)	7-15-55	Ends 7-15-55

[1] The Examiner permitted an inquiry into this subject matter after the Company had offered Patterson reinstatement at the hearing.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Columbus was employed throughout the backpay period at Haspel's.

Conclusions: No willful loss of earnings has been proven. Juanita Columbus is entitled to backpay as set forth in the Appendix at p. 185.

23. BESSIE COPPER (LEE)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-20-55 (Exh. C)	Begins 4-14-55
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding interim employment and willful loss of earnings: With the exception of 1955-2 and two periods during which Lee was unavailable due to pregnancy, Lee had earnings in each quarter covered by the Specification. In 1955-2 Lee unsuccessfully sought work at various sewing factories. For about 2 years commencing in the last half of 1958 Lee worked for another sewing factory. At all other times, Lee did housework. While Lee did not work a full 8-hour day every day at housework, she testified concerning her efforts to obtain more remunerative work by applying at sewing factories, restaurants, 10-cent stores, department stores, a hotel and hospitals. Lee was quite vague as to the dates on which she made these applications. However, in view of Lee's work record as a whole and her testimony that she was in need of and repeatedly looked for work, the Examiner concludes that the Company has not shown that Lee failed in her obligation to mitigate damages.

Conclusions: No willful loss of earnings has been proven. Bessie Cooper is entitled to backpay as set forth in the Appendix at p. 185.

24. ESTELLE CORNISH (DAVIS)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	7-15-55		Begins 10-1-55
Reinstated	No		Ends Still accruing[1]

[1] The Company offered Davis reinstatement during the hearing.

Evidence adduced by the General Counsel regarding Davis' application for reinstatement: Cornish testified that "anywhere between three and six months? after the strike, she called the Company, talked to the receptionist over the telephone, and that the following conversation ensued:

> And I told my name, and she wanted to know whether or not I had worked before, and if so, had I worked at Rex, and I told her yes, and she wanted to know when did I quit, and I told her I was out since the strike, and she told me to hold on for a minute, and then when she returned to the phone she said, she asked what operation, I said side seamer, and when she did come back to the phone she told me there was no need for side seamer that they didn't have any vacancy.

The Company has had the same receptionist or personnel clerk, Johanna Schwab Hurley, throughout the period involved in this case. Hurley was not called to the stand. It was stipulated that Hurley had no recollection of the events testified to by the various witnesses for the General Counsel and that consequently she would not be able to testify whether or not they occurred. The Examiner credits Davis' undenied testimony concerning application for reinstatement, but in view of Davis' uncertainty as to the date of the telephone call, finds the date thereof to be September 23, 1955.[1]

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: The backpay period begins October 1, 1955. Davis obtained a job at

[1] Rutter testified that Davis was such an outstandingly productive worker that had Davis applied, she would certainly have been hired. There is no showing that at the time of Davis' telephone call Davis was known to Superintendent Drake to be such a productive operator. Other needed operators were not recalled. In view of these facts and the further fact the Company was very slow in discharging replacements to make room for returning strikers, the Examiner does not regard Rutter's argumentative testimony as outweighing Davis' testimony about her application, which was in convincing detail and reflected the procedure which the Company normally followed in handling applications for reinstatement.

Nolan Marshall Photographers at $25 per week in November 1955 and was employed there up until about May 1, 1956, when she ceased working, due to the closing up of the studio and also the fact that she was expecting a baby in July. In lieu of the earnings stated in the Specification to have been earned at Nolan Marshall Photographer, the Examiner finds, in accordance with Davis' testimony and with the General Counsel's admissions in this regard, that Davis' earnings with this employer were as follows (adjusting for calendar quarters): 1955-4; 1956-1, $325; 1956-2, $100.[2]

Davis testified that she believed that she started looking for work after the baby was born about October 1, 1956. This eliminates 1956-3 from the Specification. Davis stated that she went to the State Employment Service, that she was registered for both factory and secretarial work, and that the Employment Service checked the factories for her, but did not give her any referrals. According to Davis, she needed work, and generally speaking, was looking for work all the time. However, as the Examiner construes Davis' testimony she did not actively seek employment in 1957 and the first part of 1958. As she testified, "after my going around to these different places, well, I just found I couldn't get any . . . . I would leave my name and number and whatnot, and I just waited, and time passed and then I reapplied in 1958," just before the schools let out for the summer. On the basis of Davis' testimony as a whole, the Examiner eliminates all four quarters in 1957 and 1958-1 from the Specification. Thereafter in 1958 Davis repeatedly consulted the State Employment Service about jobs, and also called the Company about work. She was told by the Company's receptionist that she would have one of the foremen call her if there were any openings. Davis, however, was unsuccessful in obtaining employment anywhere. On February 1, 1959, Davis became unavailable for work because of her second pregnancy.

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[2] Since Davis' earnings at the YWCA during these quarters were supplemental earnings for Saturday and Sunday work at a job which Davis held while working full time for Nolan Marshall Photographers, the Examiner sustains the General Counsel's exclusion of Davis' YWCA earnings from her interim earnings.

Conclusions: The General Counsel has established that Davis applied for reinstatement at least by September 23, 1955. Aside from the quarters mentioned above, which will be eliminated from the Specification, no other willful loss of earnings has been proven. Davis is entitled to backpay as set forth in the Appendix which reflects Davis' additional interim earnings at Marshall Nolan Photographers. See p. 185.

25. LENORA DAVIS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	3-17-55	3-17-55 (Exh. C)	Begins 3-25-55
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Davis went to work for L. Frank & Co. on April 11, 1955, and has worked for that Company ever since.

Conclusions: No willful loss of earnings has been proven. Lenora Davis is entitled to backpay as set forth in the Appendix at p. 186.

26. SHIRLEY EDGERSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	1-11-55	1-11-55 (Exh. C)	Begins 1-17-55
Reinstated	3-7-61	3-7-61	Ends 3-7-61

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Edgerson obtained employment at Schram's shortly after she applied for reinstatement at the Company in January 1955. This was irregular employment and during one of her periods of layoff at the end of 1955-2 and the beginning of 1955-3 Edgerson worked a short while at Bonck's.[1] At this job

[1] Edgerson placed this employment by Bonck's as being in 1956. The Examiner believes that Edgerson was mistaken in this regard and that the Social Security records, which show that Edgerson

Edgerson earned $24 in 1955-2 and $12 in 1955-3. These earnings are not set forth in the Specification. Edgerson quit this job, and went back to Schram's. Again laid off by Schram's near the end of 1955-4, Edgerson was unemployed for over two quarters. This is Edgerson's most substantial period of unemployment in the entire backpay period. In 1956-3 Edgerson obtained a job at Bennett's which she quit after about a week because she did not like it.[2] Edgerson was again hired by Schram's in 1956-4 and worked throughout this quarter, the following quarter, 1957-1, and part of 1957-2, at which time she was again laid off by Schram's. After this layoff Edgerson was unemployed until about the middle of 1957-4. After both of these layoffs by Schram's, Edgerson looked for work, as she testified, because she could not afford to wait to receive her unemployment compensation. One of the places Edgerson applied during her 1956-2 layoff by Schram's was the Company. About the middle of 1957-4 Edgerson obtained a job as a maid in a private home which she kept until about the middle of 1950-4, at which time she quit in order to accept what she hoped would be a better job at Bonck's. After about a week Edgerson quit because she did not like the people working at Bonck's. Edgerson then obtained a job with Schram's which she kept for about 3 weeks until she was again laid off. The next employment obtained by Edgerson was as a maid for Father Dummett. The Examiner finds that Edgerson earned $25 per week for 9 weeks in 1961-1 working for Father Dummett. In lieu of the $45 shown to have been earned at Tulane Shirt

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was employed by Bonck's in 1955-2 and 1953-3, are more reliable than Edgerson's hazy recollection.

[2] While Edgerson's quitting of this job probably was unjustified, and would have warranted a projecting forward of her earnings at Bennett's until she obtained her next job, pursuant to the *Mastro Plastics* principle, the record contains an insufficient evidentiary basis for doing so in this case. Thus, it fails to show when Edgerson quit her job at Bennett's. As far as the record shows, Edgerson may have quit her job at Bennett's in the final week of 1956-3, and then started working for Schram's at the beginning of 1956-4, in which event, there would be no time during which earnings could be projected forward.

1961-1 [1] there will be substituted as Edgerson's 1961-1 interim earnings the $225 which Edgerson earned working for Father Dummett. Edgerson left working for Father Dummett to return to the plant on March 7, 1961.

Conclusions: No willful loss of earnings has been proven. Shirley Edgerson is entitled to backpay as set forth in the Appendix which reflects the substituted interim earnings for 1961-1, and her additional interim earnings at Bonck's in 1955-2 and 1955-3. See p. 187.[1]

27. VERA FULTON

Reinstatement		Backpay period
As alleged in Specification	As admitted by Company	As found by Examiner
Applied 4-8-55 (U.)		Begins 4-19-55
Reinstated No		Ends Still accruing

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Fulton was employed throughout the backpay period in the food service department of the Orleans Parish School Board. Fulton worked only during the school year, which left her without employment during the summer. Fulton did not look for other work during the school year. Fulton testified that except for the past two summers (1961 and 1962) she had tried to obtain summer work or any work which paid more than her job with the School Board, but that she had been unsuccessful in this regard. While Fulton could not remember the dates on which she applied for work, during the summer, she did name various places where she had sought work summers, including sewing factories, hospitals, and a hotel. The Examiner credits Fulton's testimony concerning her search for work.

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[1] The Examiner concludes that the Specification erroneously includes $45 in earnings at Tulane Shirt in 1961-1. Tulane is the same as Bonck's and the Specification shows earnings of $35.20 at Bonck's in 1960-4. Edgerson credibly testified that she went from Bonck's to Schram's in 1960-4 and did not thereafter return to Bonck's (or Tulane).

[1] Due to the change to the calendar quarter method of computation, Edgerson is entitled to backpay for 1955-5 and 1959-4.

Conclusions: No willful loss of earnings has been proven. Vera Fulton is entitled to backpay as set forth in the Appendix at p. 189.

28. INDIANA PLUMMER GAMBLE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)		Begins 4-14-55
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: From the time the strike was over until the end of 1960 Gamble worked part time for the Costume Center for which she was paid $20 per week. Thereafter she commenced operating a variety store at the same address. The Specification credits Gamble with earnings of $20 per week throughout the backpay period. At the hearing the Company did not go into the question of Gamble's earnings while operating the variety store from 1961-1 on, and consequently the Examiner accepts the figures stated in the Specification.

With respect to a possible contention that Gamble has willfully incurred a loss of earnings by working only part time for the Costume Center, it may be noted that Gamble's earnings were not insubstantial and that she worked regularly throughout the backpay period. There is no showing as to the exact number of hours that Gamble worked for the Costume Center. Under all the circumstances the Examiner concludes that the record fails to establish that Gamble willfully incurred a loss of earnings.

Conclusions: Indiana Plummer Gamble is entitled to backpay as set forth in the Appendix at p. 190.

29. IDA HAYNES

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-22-55 (U.)		Begins 5-3-55
Reinstated	No		Ends Still accruing[1]

[1] Haynes was offered reinstatement during the hearing and apparently did not accept.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Haynes operated a beauty parlor in her home throughout the backpay period, but her net earnings were relatively small. Haynes testified as to her efforts to find other work in 1955-1957, which include visits to garment factories and hotels. There is no evidence that Haynes failed to seek other work in the rest of the backpay period. Haynes was ill throughout 1955-2, and no backpay will be awarded for that quarter.

Conclusions: No willful loss of earnings has been proven. Ida Haynes is entitled to backpay as set forth in the Appendix at p. [1]

30. BERTHA HILL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	12-2-54	12-2-54 (Exh. C)	No backpay
Reinstated	9-19-55	9-19-55	

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Hill neither obtained any employment or looked for employment during the backpay period. Whether this is due to the fact that Hill was unavailable for work because of the fact that she was taking care of her sick grandmother or because she did not want other work is not clear in the record. However, in either event Hill would not be entitled to backpay.

31. HELEN HOLDEN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)		No packpay
Reinstated	No		

[1] At the hearing the General Counsel moved to amend the Specification to set forth additional expenses in operating Hayne's beauty parlor. The Examiner consistent with his practice of permitting the parties, absent extraordinary circumstances, to litigate only the issues raised by the Specification and the Company's amended answer, denied the General Counsel's motion to amend.

At the hearing the Examiner granted the General Counsel's motion to eliminate all claim for backpay in the quarters covered by the Specification. At the same time the General Counsel stated his position that the Company was obligated to offer Holden reinstatement and that he was not waiving any claim for backpay for subsequent quarters. The Examiner holds that the General Counsel has preserved his point. The determination of the amounts of backpay due Holden, if any, for subsequent quarters will be left to negotiations between the parties or to further proceedings, if necessary.

32. RUTH HUBBARD

Reinstatement		Backpay period
As alleged in Specification	As admitted by Company	As found by Examiner
Applied 4-5-55 (U.)		Begins 4-14-55
Reinstated 1-1-56		Ends 1-1-56

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Hubbard worked 6 half days a week as a maid for Mrs. Patricia Frank throughout the backpay period. She was paid $20 a week. During the strike Hubbard had unsuccessfully sought work at sewing factories, and after obtaining the job with Mrs. Frank did not look for other work. The record does not show the hours which Hubbard worked for Mrs. Frank. They may have been such that it would have been difficult for Hubbard to find another part-time job which would fill out the rest of her days. The Examiner does not believe that it was incumbent upon Hubbard to attempt to locate another full-time job. Hubbard had a job which, judging by her earnings of $20 per week, must have occupied her for about two-thirds of each week. While it is possible that Hubbard might have obtained a full-time job, it might not have turned out to be a steady job, and any periods of unemployment would have contributed towards her loss of earnings. Under all the circumstances the Examiner concludes that Hubbard was justified in not looking for a full-time job while working for Mrs. Frank.

Conclusions: No willful loss of earnings has been

proven. Ruth Hubbard is entitled to backpay as set forth in the Appendix at p. 194.

33. OLIVIA JOHNSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	3-29-55		Begins 4-6-55
Reinstated	4-26-55		Ends 4-26-55

Evidence adduced by the General Counsel regarding Johnson's application for reinstatement: The General Counsel introduced into evidence GC-27, an application for employment signed by Olivia Johnson dated March 29, 1955, which bore the notation on the back that Johnson had been reinstated on April 26, 1955. This application was produced at the hearing by the Company at the request of the General Counsel. In this proceeding the Company did not challenge the facts set forth in the Specification concerning the dates of Johnson's application and of her reinstatement. On the witness stand, however, Johnson testified that she did not remember when she applied but that she was told to report for work the next day after she applied for reinstatement, and that that is what she did. The Examiner concludes that Johnson's application form which was produced by the Company is more reliable than Johnson's faulty recollection, and finds the facts concerning the date of Johnson's application and the date of her reinstatement to be as set forth in the Specification.[1]

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Under Johnson's recollection of the circumstances of her reinstatement there was no occasion for her to seek other employment since, as she recalled it, she reported for work the day after she

[1] Although the General Counsel tried this case under the assumption that the Company had stipulated as to the dates of Johnson's application and reinstatement—and the Examiner believes this to have been the Company's intention—the record does not show that the Company actually accepted the General Counsel's proposed stipulation in this regard.

first applied at the Company. Accordingly, Johnson testified that she did not look for other work after applying for reinstatement at the plant. In the opinion of the Examiner, Johnson's recollection concerning the events in question is so poor and so contrary to the undisputed facts of the matter, that no reliance can be placed upon her testimony in this regard.

Conclusions: No willful loss of earnings has been proven. Olivia Johnson is entitled to backpay as set forth in the Appendix at p. 195.

34. LELA MAE COSTON LANDRY

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)[1]		Begins 4-14-55
Reinstated	No		Ends Still accruing

Evidence adduced by the General Counsel regarding Landry's interim expenses: Landry's credible testimony establishes that she spent considerably more than the $18 per quarter deducted for interim expenses buying the special shoes, stockings, and uniforms required in her work as a nurse's aide at Mercy Hospital.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: With the exception stated below, Landry worked without interruption throughout the backpay period and had substantial earnings. After working the first 2 years of the backpay period as a nurse's aide at Mercy Hospital, Landry worked for the rest of the time at B. F. Davis. While working full time at Mercy Hospital, Landry did not look for other work. Landry took maternity leave about the middle of 1959 because of the birth of her second child who was born on

[1] While Rutter tesitfied that according to his records Landry was known as Lela Mae Thompson, R-232, the Company's April 17, 1954 payroll, shows that she was carried on as Lela Mae Coaston (Sheet No. 5). As she was listed in the Union's letter as Lela Caston, with her correct address, it does not appear that the Company had any reason to be confused by the slight misspelling of her name in the Union's letter.

July 3, 1959. The Specification excepts 1959-2 because of this pregnancy. Landry testified that she took 5 or 6 months off when she had a baby. Landry's earnings at B. F. Davis in 1959-1 and 1959-3, as shown in the Social Security records indicate that Landry was still on maternity leave the first half of 1959-3 (her earnings amounting to about one half of her usual quarterly earnings at B. F. Davis) and because of this fact, Landry's gross wages figure for 1959-3 will be reduced by one-half.

Conclusions: No willful loss of earnings has been proven. Lela Mae Coston Landry is entitled to backpay as set forth in the Appendix, which reflects the adjustment of Landry's backpay for 1959-3. See p. 196.

35. SOPHIE LA ROCHE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	1-10-55	1-10-55 (Exh. C)	No backpay
Reinstated	7-26-55	7-26-55	

La Roche was properly served with a subpena issued at the request of the Company in this case. She refused to comply with it, indicating that she would not appear even if it meant the dismissal of the General Counsel's clain in her behalf.

With respect to situations like this the Examiner stated at the hearing as follows:

> In any event I am holding as to any witness who was thus properly subpoenaed and for whom no valid excuse for her non-appearance appears in the record that I will dismiss the claim on behalf of that employee, unless that employee is somehow brought into the proceeding before the hearing closes. This does not rule out the voluntary appearance hereafter. It does not rule out General Counsel enforcing the subpoena to insure her presence here. I am doing that partly because I think that in a case like this, where the claimants stand to benefit materially from their non-appearance that they owe the government a minimum of cooperation so that the government can resolve the

issues insofar at it involves them, and that I hold that it is reasonable to hold their non-appearance sufficient grounds for dismissal of their claim.

While the Examiner's action has the effect of shifting the burden of enforcing the subpena from the Company to the General Counsel (although it is not a significant burden since the General Counsel has to initiate the enforcement proceeding in any case), the Examiner concludes that in backpay proceedings this is a reasonable and practical solution of the problem. It appears to be an imposition upon the District Court to ask it to enforce such a subpena. In the opinion of the Examiner, the public policy which the Board is attempting to effectuate by conducting this backpay proceeding will not be frustrated in any significant way by omitting any remedy in the case of non-cooperating witnesses like La Roche. Since the General Counsel has declined to seek enforcement of the subpena issued to La Roche, the Examiner adheres to the position indicated above, and dismisses the General Counsel's claim made on behalf of Sophie La Roche. Cf. *Efco Mfg. Co.*, 111 NLRB 1015, 1032, 1035; *Brown & Root, Inc.*, 132 NLRB 486, 496 n. 32.

36. AMELIA LESENE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)		No backpay
Reinstated	No		

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Lesene was not available for employment during the backpay period due to illness.

37. KATHLEEN LODGE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)		Begins 4-14-55
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding interim employment and willful loss of earnings: None. Lodge, whose address was unknown at the time of the hearing, did not testify. See discussion of the procedure with respect to missing claimants in Section VI below.

Conclusions: No willful loss of earnings has been proven. Kathleen Lodge is entitled to backpay as set forth in the Appendix at p. 197.

38. ELISKA MARTIN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)		Begins 4-14-55
Reinstated	11-15-56		Ends 11-15-56

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Except for 1955-2, Martin was employed throughout the backpay period by Seg-Mar and had substantial earnings. Martin credibly testified that she had looked for other work before she obtained her job at Seg-Mar in July 1955. Due to the change to the calendar quarter method of computation, Martin is entitled to backpay for 1955-4, which is not claimed in the Specification.

Conclusions: No willful loss of earnings has been proven. Eliska Martin is entitled to backpay as set forth in the Appendix. See p. 198.

39. NOEL MARTIN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	17-7-54		Begins 12-15-54
Reinstated	No		Ends Still accruing

Evidence adduced by the General Counsel concerning Martin's application for reinstatement: Martin, who was employed as a porter at the Company's uptown plant on Delachaise Street, testified that about 7 or 8 months after the strike commenced he went to the main plant on Dau-

phine Street with a friend of his and asked the receptionist if he could fill out an application. She gave both men applications. After filling them out, they returned them to the receptionist, who informed them that they would be called, if needed. It was stipulated that the receptionist, Johanna Schwab Hurley, would be unable either to admit or to deny the testimony given in this proceeding because she had no recollection of the events during and after the strike. Rutter testified that the Company's file on Noel Martin contained no application for employment from Martin during or after the strike. For the reasons stated above, the Examiner does not regard the absence of an employment application from Martin's files as determinative of the fact that Martin did not apply. Martin testified frankly and openly at the hearing and impressed the Examiner as telling the truth. Under all the circumstances the Examiner credits Martin's testimony about making a written application 7 or 8 months after the beginning of the strike.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Martin had substantial earnings as a bricklayer in every quarter of the backpay period. Martin worked first as an apprentice bricklayer, and from 1959 on worked as a journeyman bricklayer.

Conclusions: No willful loss of earnings has been proven. Noel Martin is entitled to backpay as set forth in the Appendix at p. 199.

40. ELOUISE MORRISON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	6-7-55		No backpay
Reinstated	No		

Evidence adduced by the General Counsel regarding Morrison's application for reinstatement: Morrison testified that while working steadily for National Food at $1.40 per hour she filed an application for reinstatement at the Company. When asked whether she had informed the receptionist that she was a striker, Morrison answered,

"All I did was file, put in the claim." Morrison placed the time of her application as being about a month after the strike was called off. Morrison was a learner at the time of the strike and was entitled to be paid but 65 cents per hour, if she were reinstated. Counsel for the Company stated that the Company had no applications from Morrison and that her file contained no indications that she had ever applied for reinstatement after the strike was over.

Morrison was very vague in her testimony as to how she learned the strike was over, and was vague about other matters, as well. Morrison's positive manner on the stand was inconsistent with the vagueness of her recollection. Morrison impressed the Examiner as attempting to cover up with glibness the absence of a present recollection of the facts as to which she was testifying. Having observed Morrison carefully on the stand, the Examiner concludes, primarily on the basis of her demeanor, that Morrison was not telling the truth when she testified as to her application for reinstatement. This was the Examiner's impression at the time Morrison testified, as the Examiner indicated on the record, and the Examiner, after rereading Morrison's testimony, adheres to this conclusion.

Conclusions: The General Counsel has not sustained his burden of proof regarding Morrison's application.

41. MANDY MYERS (THOMAS) (KING)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	2-4-55	2-4-55 (Exh. C)	Begins 2-14-55
Reinstated	4-5-55	4-5-55	Ends 4-5-55

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: King worked throughout the backpay period at Bonck's.

Conclusions: No willful loss of earnings has been proven. Mandy Myers Thomas King is entitled to backpay as set forth in the Appendix at p. 199.

42. DESIDERIA OCAMPA

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	7-15-54		Begins 7-23-54
Reinstated	No		Ends Still accruing [1]

Evidence adduced by the General Counsel regarding Ocampo's application for reinstatement: Ocampo credibly testified that 2 or 3 months after the strike began she went to the office of the plant and asked Ernest Hingle, admittedly a supervisor, for work. Hingle instructed Ocampo to fill out an application. When she completed it, Hingle told Ocampo that the Company did not have anything open at the time. Rutter testified that there was no indication in Ocampo's file that she had applied for reinstatement during or after the strike. Hingle was not called upon to testify in this proceeding. Ocampo impressed the Examiner as being a very sincere witness and the Examiner credits her testimony. As the Examiner has heretofore commented, the Company's files were by no means always complete.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Ocampa had some earnings in every quarter of the backpay period and her credible testimony establishes that she was diligent in seeking jobs in her relatively short periods of unemployment.

Conclusions: The General Counsel has established that Ocampo applied for reinstatement on July 15, 1954. No willful loss of earnings has been proven. Desideria Ocampo is entitled to backpay as set forth in the Appendix at p. 200.

43. EDNA RANDALL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	3-18-55	3-18-55 (Exh. C)	Begins 3-28-55
Reinstated	5-26-55	5-26-55	Ends 5-26-55

[1] The Company mailed an offer of reinstatement to Ocampo during the hearing, but received no response from her.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: None. Edna Randall was not called as a witness.

Conclusions: No willful loss of earnings has been proven. Edna Randall is entitled to backpay as set forth in the Appendix at p. 202.

44. DOROTHY B. RUBIT

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	2-2-55 (R-220)	Begins 4-14-55
Reinstated	No[1]		Ends Still accruing

Evidence regarding the General Counsel's allegations of improper reinstatement: Rubit was reinstated to her old job of trim and turn operator on August 23, 1956. She was discharged on August 28, 1956. Rubit testified that she left in August 1956 because the Company ran out of work. The General Counsel introduced into evidence a "separation notice alleging disqualification" stating as follows: "Discharged—not enough work to train on new operation." The Examiner can find no other evidence bearing on the reason for Rubit's separation on this occasion. The separation form suggests that Rubit was discharged for cause, and the smallness of her earnings—$26.56—suggests that Rubit's production was low. If this was the reason, the Examiner finds that 1 week's trial, after not having done sewing work for over 2 years, is an insufficient trial and that such a reinstatement does not fulfill the Company's obligations under the Act.

On the other hand, if the reason for Rubit's layoff is contended to be a lack of work, the record establishes that this simply is not so. As Rutter testified, Dorothy B. Rubit like Dorothy P. Rubit, was a trim and turn collar operator. She had done this work for the Company about 8 years at the time of the strike. Rutter testified that Rowens

[1] Rubit was reinstated about in August 1956 and after a week was discharged. The General Counsel contends that Rubit's reinstatement was improper and did not fulfill the Company's obligations to her under the Act.

Elbert was a replacement working at this operation at the time Dorothy P. Rubit was reinstated on July 13, 1955. The Specification, which is prepared from the Company's own records, shows that Rowens Elbert commenced working in October 1954, and that she continued on the payroll throughout the period covered by the Specification, with the exception of a 10-month period in 1957 and 1958. Thus, it cannot be contended that the Company did not have work for Dorothy B. Rubit as a trim and turn operator in 1956 when she was discharged. The record fails to show valid grounds for Dorothy B. Rubit's discharge after working 1 week in August 1956. Upon all of the facts of the case the Examiner concludes that the Company has not fulfilled its reinstatement obligations to Dorothy B. Rubit.[1]

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Rubit was unemployed during 1955-2, but she was regularly registering for employment with the State Employment Service in connection with her obtaining unemployment compensation benefits. When questioned regarding 1956-3 and 1956-4, the next quarters for which backpay is claimed, Rubit testified that she knew that she was looking for work and had looked several places. It was in August 1956 that Rubit worked 1 week for the Company. Rubit testified further that she knew she had looked for work at Bennett's and Schram's, but that she did not know exactly what month.[2] Rubit testified that she was ill the first 6 months of 1957, and consistent with this, the General Counsel requests in his brief that 1957-1 and 1957-2 be eliminated

[1] Were there not trim and turn work available to Rubit at the time she was terminated, the Examiner would find, for the reasons heretofore stated, that the Company was obligated to retrain Rubit on another operation, dismissing a replacement, if necessary, to make room for her.

[2] The Specification excepts about 3 months in 1956-3 and 1956-4 because of pregnancy. At the hearing it developed that the baby in question had been born the year before and that Rubit had no children between 1955 and 1962. The General Counsel moved to amend the Specification to include backpay for the excepted period. The Examiner, adhering to his position that the parties were bound by their pleadings in this case, denied the General Counsel's motion to amend.

from the Specification. In the latter half of 1957 Rubit asked a friend to look out for a job for her at the St. Charles Hotel and she also filled out an application at Haspel's. During 1958 Rubit worked irregularly for Seg-Mar, and drew unemployment compensation throughout 1958-4, after her final layoff by Seg-Mar. Rubit was unemployed during 1959-1 and 1959-2 and the record does not disclose what efforts Rubit made during this period to obtain employment. The Company has adduced no evidence showing that Rubit was not trying to find work at this time.[1] For the remaining quarters for which backpay is claimed in the Specification, Rubit had employment, first at Schram's, and later, after taking a practical nursing course (which period is excepted), at the Flint Goodridge Hospital.

Conclusions: Dorothy B. Rubit was not properly reinstated by the Company in August 1955. No willful loss of earnings has been proven. Dorothy B. Rubit is entitled to backpay as set forth in the Appendix, which excludes 1957-1 and 1957-2. Since Rubit was reinstated to her old job in August 1956, the period of her reinstatement from August 23 to 28 inclusive, will be excluded from the backpay period. See p. 203.

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[1] The Examiner recognizes that the burden on an employer to prove that an employee failed to meet her obligation to mitigate damages by looking for work is a very heavy one. But at the same time it should not be forgotten that had the Company reinstated Rubit when she first applied on February 2, 1955 (R-220), over 18 months before it took Rubit back temporarily in August 1956, none of the problems of proof with which it is confronted in this case would have arisen. The Company had a replacement in Rubit's old job when she applied in February 1955 (Rowena Elbert was hired in October 1954) and accordingly could readily have put Rubit back immediately, and thus fulfilled its legal obligations to her under the Act. And the Company's additional problem of Rubit's loss of skill in 28 months since the strike began probably would have been greatly reduced had the Company reinstated her when she first applied 18 months earlier.

45. ROSALIE THORNTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-15-55		Begins 5-6-55
Reinstated	No		Ends Still accruing[1]

Evidence adduced by the General Counsel regarding Thornton's application for reinstatement: Thornton's testimony concerning her application is as follows:

> Q (By Mr. Hector) Do you recall about when this was that you tried to go back to work for Rutter? . . .
> A I went back, it was around March or April in 1955. . .
>
> * * * *
>
> A I had gotten a call from the union that everybody was marching in, and I couldn't go the day they marched in, but I went the following week and I went into the personnel office and I asked the secretary could I speak with Johnny Drake, who was my foreman when I was there, so she called Johnny and I told Johnny I wanted to put in an application or either come back to work. He said, "Rosalie, you were closing cuts [cuffs] on long sleeves and now we are making short sleeves, and we don't have anything in your field." So I just walked off.
> Q You did not fill out a written application?
> A No, I did not.

Drake testified that he did not remember having any such conversation with Thornton. Drake added that the Company was making long sleeve shirts in April 1955 and that the Company did not start making short sleeved shirts until about 2 years after the strike. The Company introduced into evidence a statement given by Thornton to a Board investigator in January 1961, in which she stated that when she applied in 1955, Drake said that he did not have anything for her, and that when she applied about

[1] During the hearing the Company sent a letter to Thornton offering her reinstatement. She did not respond.

2 years later, during the summer, Drake had told her that they were just making short sleeves and did not need cuff closers. After observing Thornton on the stand and considering her testimony as a whole, the Examiner is convinced that, while Thornton was confused in some respects, she was telling the truth about her attempt in 1955 to regain her job at the plant. The Examiner finds that Thornton's application was made on April 21, 1955, which is the Thursday of the week following the week in which the greatest number of employees personally applied for reinstatement in a short period of time. The Examiner believes that this is what Thornton had reference to in speaking of "the day they marched in."

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Thornton had some earnings in every quarter for which any claim is made for backpay. During the whole period Thornton worked for Murphy's Wholesale Tailors, excepting in 1959-1 and 1959-2, Thornton's earnings were fairly substantial. However, the job which Thornton held throughout the backpay period, with interruptions for pregnancies and temporary layoffs, was a part-time job. Thornton testified that she would work 2 or 3 days a week, and that the only times she might work full time was 3 weeks before Christmas and 3 weeks before Easter. During periods of layoff by Murphy's it was customary for her to draw either partial or full unemployment compensation, and she was drawing full compensation during 1959-1 and 1959-2, the period of her longest layoff by Murphy's. Excepting for attempting to go back to work at the Company, Thornton did not seek to find other work during slack times.

Conclusions: The General Counsel has established that Thornton applied for reinstatement on April 21, 1955. No willful loss of earnings has been shown. Rosalie Thornton is entitled to backpay as set forth in the Appendix at p. 204.

46. HATTIE WALKER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	3-25-55 (Exh. C)	Begins 4-19-55
Reinstated	No		Ends Still accruing [1]

Evidence adduced by the Company regarding interim employment and willful loss of earnings: None. Walker resided in California and was not called as a witness by the Company for this reason. Due to the change to the calendar quarter method of computation Walker is entitled to backpay for 1955-4 which is not claimed in the Specification.

Conclusions: No willful loss of earnings has been proven. Hattie Walker is entitled to backpay as set forth in the Appendix at p. 205.

47. MARJORIE WALKER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	3-22-55	3-22-55 (Exh. C)	Begins 3-30-55
Reinstated	No		Ends Still accruing [1]

Evidence adduced by the Company regarding interim employment and willful loss of earnings: In the latter part of August 1955 Walker obtained a job with Louisiana Garment and worked there throughout the backpay period. With the exception of 1958-2, during which Walker was laid off most of the quarter, Walker worked steadily for Louisiana Garment, although she did not always work full weeks. During her off times, Walker drew either full or partial unemployment compensation. In 1955-3, before obtaining her job at Louisiana Garment, Walker applied for a job at Bonnie Francis. Walker named several other sewing

[1] During the hearing the Company sent Walker a letter offering her reinstatement. Walker declined.

[1] During the hearing Walker was offered, and accepted, reinstatement.

factories at which she applied for jobs but could not specify the quarters in which such applications were made. Due to the change to the calendar quarter method of computation Walker is entitled to backpay for 1955-4 which is not claimed in the Specification.

Conclusions: No willful loss of earnings has been proven. Marjorie Walker is entitled to backpay as set forth in Appendix at p. 205.

48. ALMA WALLACE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	11-28-55	11-28-55 (Exh. C)	Begins 12-6-55
Reinstated	No		Ends Still accruing [1]

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Wallace had substantial earnings in every quarter during which the Examiner finds she is entitled to backpay. No backpay will be allowed for 1956-3 and the first month of 1956-4. Wallace was unavailable for work during these 4 months because of illness.

Conclusions: No willful loss of earnings has been proven. Alma Wallace is entitled to backpay as set forth in the Appendix, which reflects the elimination of 4 months in 1956-3 and 1956-4 because of Wallace's illness. See p. 206.

49. DOROTHY WASHINGTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	2-16-55	2-16-55 (Exh. C)	Begins 2-24-55
Reinstated	Not properly		Ends 6-3-55

Evidence adduced by the General Counsel supporting his claim of improper reinstatement: Before the strike the

[1] During the hearing the Company sent Wallace a letter offering her reinstatement. She did not respond. The record indicates that Wallace retired on a pension in September 1961.

only operation Washington had performed was serging front pants. When Washington was reinstated she was assigned to setting flies and later on to setting watch pockets. Washington did not make production on these operations. A replacement named Adeline was performing the serging front pants operation at the time Washington was reinstated. Rutter, while not denying that a replacement was doing front serging work when Washington returned, testified that the Company needed operators on set flies and watch pockets, operations which precede and feed the front serging operation, and that there was not enough work for the front sergers. As the Examiner construes Rutter's testimony, Rutter meant that with Washington added to those performing front serging, including the replacement, operations would have been unbalanced, with too many front sergers and not enough fly and watch pocket setters. In the opinion of the Examiner, this is no defense. As stated above, under the Act it was the Company's obligation to dismiss replacements to make room for returning strikers. See *Chase National Bank*, 65 NLRB 827. The General Counsel's contention that Washington was not properly reinstated is sustained. Washington's earnings setting flies and watch pockets will be treated as interim earnings. In accordance with the General Counsel's contention, the backpay period ends on June 3, 1955, when Washington took a week off without permission, for which she was laid off by the Company. Subsequently, Washington returned to work and was assigned to front serging, and was performing this operation at the time of the hearing.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Washington applied for reinstatement at the plant on February 16, 1955, and went back to the plant again on April 4, 1955, on which occasion she was hired. Washington did not apply for work elsewhere in the meantime.

Conclusions: No willful loss of earnings has been proven. Dorothy Washington is entitled to backpay as set forth in the Appendix at p. 206.

50. DOROTHY WEATHERSBY

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-15-55		No backpay
Reinstated	No		

Evidence adduced by the General Counsel regarding Weathersby's application for reinstatement: The record shows the following in regard to Weathersby's application for reinstatement:

> Q At any time after you went out on strike did you ever attempt to go back to work for Rutter-Rex?
>
> A Yes, I did. . . .
>
> Q When was this?
>
> A The first attempt was in April of 1956.
>
> Q 1956?
>
> A 1955, excuse me.
>
> MR. READ: I would ask that you not lead the witness, Mr. Hector.
>
> TRIAL EXAMINER: Yes . . .
>
> Q Yes. What did you do in trying to go back to work for Rutter-Rex?
>
> A I went into the factory, and I met Johnny Drake at the door, and he asked me what I wanted. I told him I came in to put an application for a job and he asked me wasn't I Rosalie Thornton's sister and I told him yes, and so he told me, he said, "Oh, now you want your job," and I said yes. He said, "Didn't I tell you not to strike in the beginning?" I said, "You did tell me that," but said, "can I still put in an application now?" He told me no, they wasn't taking applications that day. So I asked him when could I come back. He said any other time but not today.

On cross cross-examination the following ensued:

> Q When you went back to apply and talked to Mr. Drake, did you go at the suggestion of the union or was that your own idea?
>
> THE WITNESS: It was my own idea.

Q (By Mr. Read) You had had no contact with the union?

A I had not.

Q And this was right after the strike terminated?

A No. This was in 1956.

Consideration of the entire record leads the Examiner to conclude that Weathersby was not misspeaking when she stated that the year was 1956 when she applied for reinstatement, rather than 1955, and that if Weathersby went to the plant after the strike at all it was no sooner than May 1956. Such an application, the Examiner concludes, would be too late. See pp. 153-154, *infra*.

Throughout her testimony Weathersby displayed a tendency to overstate matters and to build up just as strong a case against the Company as possible. Weathersby attributed to Superintendent Drake a statement indicating hostility to strikers (denied by Drake), which is inconsistent with the testimony of the overwhelming majority of the strikers concerning Drake's remarks to them upon applying for reinstatement. Weathersby testified that she was sure she applied for reinstatement in April 1955 because it was 3 months after her baby was born. However, twice Weathersby testified that she was pregnant the latter part of 1955. She later testified that she lost only two babies, one in 1951 and the other in 1958. From this it would appear that Weathersby had a child born in 1956 rather than 1955.

In her statement Weathersby stated that she never again applied after her April 1955 application. Despite the General Counsel's efforts to rehabilitate Weathersby, the Examiner is not convinced. There is a very serious inconsistency between Weathersby's statement and that of her sister, Rosalie Thornton, concerning a rock throwing incident during the strike, which further indicates Weathersby's unreliability. After observing Weathersby on the stand and considering the record as a whole, the Examiner finds that the General Counsel has not established a timely application for reinstatement by Weathersby after the strike.

D. *The reinstated within 5 days defense (Schedule 6(c))*

1. General discussion

All of the employees named on Schedule 5(d) of the Company's amend answer, excepting Raymond Cerf, whose case has been dismissed, were named in one or the other of the Union's April letters requesting reinstatement of the striking employees. Treating the Union's April letters of application as having no force and effect, the Company pleads in its amended answer with respect to these employees that they were reinstated within 5 days of their application. It is true that these employees were reinstated within 5 days of their personal application at the plant. However, this is no defense whatever to the claim in the Specification for backpay beginning 5 days after the Union's letters of application in April, which the Examiner has found constituted valid applications for reinstatement on behalf of the employees named in these letters.

2. The individual cases

51. MARY CARTER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-11-55 (U.)[1]	4-20-55	Begins 4-20-55
Reinstated	4-25-55	4-25-55	Ends 4-25-55

Evidence adduced by the Company regarding Carter's nonavailability for work at the time of the Union's application in her behalf: Carter testified that she went back to work for the Company as soon as she was ready for work after the birth of her child in December 1954. The Company admits however, that Carter personally applied for reinstatement on April 20, 1955. In view of the fact that Carter actually went back to work on April 25, the Examiner finds that Carter was available when she person-

[1] Carter was named in the Union's letter of application dated April 8, 1955, which was received by the Company on April 11, 1955.

ally applied on April 20 and that she is entitled to backpay for the 3-working days commencing with date of her personal application and ending on the date of her reinstatement on April 25.

Conclusions: Mary Carter is entitled to backpay as set forth in the Appendix at p. 184.

52. RAYMOND CERF

The claim on behalf of Raymond Cerf was dismissed on motion of the General Counsel.

53. HELEN CLAY

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	9-20-55	Begins 4-14-55
Reinstated	9-20-55	9-20-55	Ends 8-1-55

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Clay was employed by Haspel's from April 1955 until the end of July 1955, when she quit because of illness.[1] Thereafter Clay was unavailable for employment until she went back to work for the Company on September 20, 1955.

Conclusions: No willful loss of earnings had been proven. Helen Clay is entitled to backpay as set forth in the Appendix, which reflects the termination of her backpay period on August 1, 1955. See p. 185.

FRED HARRIS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	5-9-55	Begins 4-14-55
Reinstated	5-10-55	5-10-55	Ends 5-10-55

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Harris credibly testified that he did days work during the 3½ week back-

[1] The amount of Clay's earnings at Haspel's in 1955-3 indicate that she worked there the full month of July.

pay period. While Harris' recollection of the extent of his days work was not altogether clear, the Examiner finds that Harris had 11 days to work at $6 per day during the backpay period. Harris sought to draw unemployment compensation during this period.

Conclusions: No willful loss of earnings has been proven. Fred Harris is entitled to backpay as set forth in the Appendix, which includes deductions for interim earnings not stated in the Specification. See p. 192.

55. GENNIE HOLLINGSHED

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	10-10-55	No backpay
Reinstated	10-10-55	10-10-55	

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Hollingshed did not look for work at all during the backpay period.

Conclusions: Gennie Hollingshed willfully incurred a loss of earnings and is not entitled to backpay.

56. ELNORA PATTERSON

All claim an behalf of Patterson was dismissed on motion of the General Counsel.

57. BEATRICE WASHINGTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	8-3-55	Begins 4-19-55
Reinstated	8-3-55	8-3-55	Ends 8-3-55

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Washington worked at Haspel's during both quarters of the backpay period. However, the work was irregular, particularly in 1955-3, and when laid off by Haspel's, Washington drew partial unemployment compensation. She also looked for full-time jobs, but could not recall the names of the places at which she applied.

Conclusions: No willful loss of earnings has been proven. Beatrice Washington is entitled to backpay as set forth in the Appendix at p. 206.

58. HELEN WILLIAMS

All claim on behalf of Helen Williams was dismissed on motion of the General Counsel.

59. MARION WILLIAMS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	1-24-56	Begins 4-14-55
Reinstated	1-24-56	1-24-56	Ends 1-24-56

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Williams worked in an antique shop commencing in June 1955 and continued working there until a few days before her reinstatement by the Company. Prior to obtaining this job Williams had unsuccessfully looked elsewhere for employment.

Conclusions: No willful loss of earnings has been proven. Marion Williams is entitled to backpay as set forth in the Appendix at p. 207.[1]

E. *The no vacancy defense (Schedules 6(d), (e), and (h))*

1. The nature of the Company's operations

A brief discussion of the nature of the Company's opera-

[1] The Company brought out at the hearing that at the time the Company received the Union's April 5, 1955, letter of application naming Williams she no longer lived at the address given for Williams in the letter. What the Company's position is at this time regarding this point is not clear since the Company did not brief the individual cases. In case the Company is contending that the union letter is invalid as to Williams for lack of a proper address, the Examiner will state his conclusions. This defense is outside the issues framed by the Specification and the Company's amended answer, and hence not properly before the Examiner. In any event, in the absence of evidence of an unsuccessful attempt to reach Williams at the address given in the Union's letter, which was not forthcoming, the Examiner finds no merit in this argument.

tions is essential to an understanding of the Company's contentions regarding a lack of vacancies for returning strikers. The discussion which follows pertains not only to the employees listed in Schedule 6(d) but also to those listed in Schedule 6(e) and 6(h).

In its manufacture of shirts and pants [1] the Company maintains a highly engineered and thoroughly integrated operation. Some 46 different operations are involved in the manufacture of pants, and 57 operations in the manufacture of shirts. The Company's whole manufacturing process is carefully designed to insure that the cut pieces move from the cutting room through the numerous operations at a rate which will achieve the desired daily production (100 dozens of shirts and pants a day when operating at full capacity), keeping all operators occupied as nearly full time as possible without over-producing some parts and underproducing others. This is difficult to accomplish even under normal circumstances because it is not possible to hire a sufficient number of trained operators with efficiency equal to that of the Company's best operators, and also because of absences and turnover which inevitably occur in a large scale operation such as the Company's which employs women almost exclusively.

2. The evidence generally as to a lack of vacancies

The Company relies primarily upon the general testimony of Rutter in support of its contention that a lack of vacancies in the classifications of the returning strikers was responsible for its delay in reinstating, or its failure to reinstate, the employees listed in Schedules 6(d), (e), and (h). The lack of vacancies was attributable to several things, Rutter testified. The Company's production requirements after the strike were lower due to loss of business during the strike, which resulted in fewer openings for returning strikers. As of the close of the hearing in this case in 1963, the Company's business still had not returned to its prestrike level. Changes in the product mix during

[1] Primarily the Company makes work shirts and work pants for commercial customers. It also fills Government contracts for substantial quantities of shirts and pants.

the strike resulted in the discontinuance of a few operations, and the commencement of other new operations in which the strikers lacked experience.

Rutter's testimony as to the general lack of vacancies after the strike, irrespective of the job classifications involved, is not borne out by the record as a whole in this case. The figures as to the number of replacements still on the payroll at various intervals after the strike show that there were at least as many replacements on the payroll at all times as there were unreinstated strikers who had applied for reinstatement. This resulted in part from the turnover at the Company's plant, which is considerable,[1] and in part from the Company's relative slowness in dismissing replacements to make room for returning strikers. Take, for example, the figures for the end of 1955 (using information from the Company's December 24, 1955, payroll). As of this time, the Company had reinstated 120 of the female employees here involved. Subtracting these 120 employees from the total number of female employees whom the Examiner has found the Company was required to reinstate, 184, leaves 64 strikers, at most, whom the Company was still obliged to reinstate as of December 24, 1955.[2] As of this date there were approximately 86 female replacements still on the Company's payroll.[3] The Company still had 53 replacements on the payroll as of June 24, 1961, which is the end of the period covered by the Specification.

Regarding the lack of vacancies in specific jobs, Rutter testified that the available vacancies were filled either by

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[1] A glance at GC-47 gives some indication of the large amount of hiring and firing which regularly goes on at the Company's plant in an effort to maintain a work force of the size and competence required.

[2] Consideration may be limited to the female strikers, of whom there are 200 named in the Specification, since the defense of a lack of vacancies is raised only in connection with the female operators.

[3] The figure of 86 female replacements is ascertained from the lists contained in both the Specification and GC-47. While this 86 figure is not precise in that, as explained above, GC-47 includes a few nonreinstated strikers to allow for any overstatement contained in the 86 figure.

returning strikers or by replacements whom the Company was not obligated to dismiss because they were filling jobs which nonreturning strikers had formerly occupied. Some of the nonreturning strikers had occupied key positions which had to be filled before a balanced flow of work through the plant could be established and maintained. Other strikers who had applied for reinstatement, according to Rutter, could not be located when needed and this caused delays for other returning strikers whose operations were related to and subsequent to the missing strikers' operations.

Rutter further testified that the Company could not indiscriminately dismiss replacements but had to do so gradually so as to avoid a "complete upheaval" in production. In other words, according to Rutter, the Company had to try to fit the strikers into slots in which they could perform with reasonable efficiency and dispatch and avoid becoming a bottleneck in the production system. Otherwise there would be a loss of work for other employees at more advanced stages of the production process. It is not clear from Rutter's testimony in this regard, whether he intended to convey the idea that even where a replacement was working at the very operation upon which a returning experienced striker had worked before the strike, he could not promptly dismiss such a replacement because the returning striker's loss of skill during her absence from the plant would disrupt production. If such was the purport of Rutter's testimony, the Examiner believes it to be based upon misconception of the Company's obligations to the strikers under the Act. As unfair labor practice strikers, they were entitled to reinstatement, upon application. Consequently, in the Examiner's opinion, the Company was obliged promptly (within 5 days) to dismiss all replacements still working in the operation of a returning striker, regardless of any disruptive effect upon production due to the employee's loss of skill during the strike. Any loss of skill thus occurring is attributable to the strike, and the Company having been responsible for the strike from the beginning, must bear the consequences of its unlawful conduct.

While the Examiner recognizes that the Company must have had serious problems in handling the large number of strikers applying at about the same time in April 1955, the Examiner concludes that the Company's difficulties were not nearly as great as Rutter's testimony indicates. The persuasive factor impelling the Examiner to reach this conclusion is the almost complete lack of proof in specific cases that the Company faced the problems to which Rutter testified. As indicated above, and as the following discussion of the 129 cases in which a lack of a vacancy is alleged as a complete or partial defense shows, no evidence whatever was adduced as to the absence of a vacancy in 93 of the 129 cases. In 20 additional cases, the evidence brought out by the Company established the contrary of the facts alleged by the Company in its amended answer, i.e., that a replacement was working for the Company at the very operation the returning striker had performed before the strike at the time the striker personally applied for reinstatement. In only 16 of the 129 cases in these categories was evidence presented even tending to support the allegations of the amended answer.

In only 10 of these 16 cases was a problem presented by the application for reinstatement of the returning striker. Construing the testimony and evidence supporting this defense most favorably to the Company's position, the operations of 4 of these 10 employees were discontinued (Pearl Ferguson, Dorothy Reed, Wilhelmina Ray Blanchard, Estelle Woodridge), and only returned strikers were performing the operations of the remaining 6 (Joyce Griffin, Helen Bentley, Minnie Fernandez, Doris Bowles, Audrey Lewis, and Orelia Moore). As to these 10 employees—and it is only 10 altogether out of the 129 employees regarding whom the Company pleaded that it had no vacancy—that the Company did have a problem. There were no replacements working on their prestrike operations and, as found below, a reassignment was necessary. Regarding the remaining 6 of the 16 concerning whom evidence was adduced tending to support the Company's plea of no vacancy, 2 of these (Georgiana Davis Deruisa and Marguerite Bozonier), had been transferred to new operations a few months before the strike began. While there

were no replacements working on the operations Deruisa and Bozonier had worked on immediately before the strike when they applied, replacements were working on their former operations in which they both had experience before the strike. The other four were learners, who, as found below, could have been retrained on whatever operations the least skilled replacements were performing (Gloria Delpit, Gloria Dixon, Eunice Johnson and Alice Denley Gabriel). At the time the strike was called off on April 5, 1955, the Company had in its employ nine female employees who had been hired since the beginning of 1955. Some of these were presumably beginners who could readily be displaced to make room for the returning strikers who had not completed their learning period.

In view of the Company's widespread failure to substantiate its no vacancy defense (as found herein, a problem was presented in the cases of only 10 out of the 129 employees listed in Schedules 6(d), (e), and (h)), the Examiner does not credit Rutter's general testimony as to the difficulties the Company faced in reinstating strikers after the strike was called off. The Examiner must assume, in view of the Company's failure to sustain its burden of proving that there were no vacancies in specific cases, that with the exception of the few employees as to whom the record showed the absence of a vacancy when they applied for reinstatement, that such vacancies did exist. Consequently, as far as the record shows, the Company's problem when the strike was called off was largely one dismissing replacements on the particular operations that the returning strikers had performed before the strike.

While Rutter testified that the Company's problem was rendered more difficult by the fact that the Company had no knowledge of the availability of strikers who were named in the Union's letters of application, the record shows that 102 of the 129 strikers listed by the Company in Schedules (d), (e) and (h) had made personal applications for reinstatement by the end of the first month after the strike was over. The Company certainly cannot validly contend that it had no knowledge of the availability of these employees who were inside its plant seeking to go to work.

3. The evidence regarding the Company's practice of transferring and retraining workers

In view of the fact that there were a few employees as to whom the Company established that there was no vacancy in the operation which they were performing immediately before the strike it becomes necessary to consider whether, under the circumstances of this case, the Company's reinstatement obligation included the obligation to transfer and retrain employees in new operations.

Changes in the demand for the Company's products occasionally occur, causing a complete shutdown of either the pants side or the shirt side for short periods, depending upon the orders the Company has received. At other times changes in the product mix result in the discontinuance of some operations and the commencement of other operations not previously performed in the plant. In these situations the Company customarily reassigns and retrains operators when they return to work after absences due to pregnancy or for other reasons. Transferred employees, as Rutter admitted, have an advantage over brand new employees of at least 20 percent. A few of the operations on both pants and shirts are very similar and the transferred operator has a much greater advantage in learning the new operations. The Company actually transferred and retrained a number of the strikers who were reinstated during and after the strike.

The Company maintains a training program and all employees hired, unless they have previously worked in the Company's plant, are put through the training program, which for certain operations lasts as long as 18 weeks. Some trainees fail to make the grade and are dropped almost immediately. Others are let go before the completion of the training program. Rutter explained the need for the training program as follows:

> . . . the nature of our business is such that . . . because of the turnover, discharges, quits, leaves of absence, . . . if you don't hire new people to train or get old people back, your factory will dwindle; you just won't make the production you are supposed to make for the number of machines you have.

In view of the Company's need for experienced operators after the strike, the advantage which experienced operators have over new employees in learning new operations, the availability of the training program and the Company practice, when necessary, of transferring and retraining operators, the Examiner concludes that it is reasonable to hold that the Company's reinstatement obligation to those few operators whose old operations were no longer available and to the learners embraced the duty to transfer and retrain them on new operations which were still being performed by replacements.

The Examiner recognizes that retraining involves some loss of efficiency for the Company for the reason that it takes time for an operator to achieve the speed on a new operation which the operator had been able to maintain on her old operation. But the Company cannot expect to *fullfil* its obligations to the returning strikers completely without disruption of its business. As the Board found, it was the Company's unfair labor practices which prolonged the strike and created the problems with which the Company was confronted at the end of the strike. As between the Company and the returning strikers, the Examiner has no hesitancy in concluding that it is more equitable to require the Company rather than the strikers to suffer the loss involved.

4. The individual cases

60. IWORNER ALEXANDER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Reinstated	4-25-55	4-25-55	Ends 4-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. Rutter's testimony establishes the contrary, namely, that the Company had two replacements on the payroll at the time of Alexander's application.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Alexander applied for work at Bonck's during the short backpay period.

Conclusions: No willful loss of earnings has been proven. Iworner Alexander is entitled to backpay as set forth in the Appendix. See p. 180.

61. CALEDONIE ALONZO

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-20-55	Begins 4-14-55
Reinstated	5-14-55 [1]	5-4-55	Ends 5-4-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. The contrary is shown by Rutter's testimony that a replacement was discharged to make room for Alonzo when she was reinstated on May 4, 1955. Rutter was unable to explain the delay from 4-20-55, when Alonzo admittedly applied in person, to May 4, 1955.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Besides personally applying for reinstatement at the company plant on April 20, 1955, Alonzo did not look elsewhere for employment during the backpay period. As the Examiner construes Alonzo's testimony, she was informed when she applied personally at the plant that the Company would let her know when to report for work.

Conclusions: In view of the fact that Alonzo was told she would be notified when to report for work, it has not been established that she wilfully incurred a loss in earnings by not looking elsewhere for work in the 2 weeks' period following her personal application at the Company's plant on May 4, 1955. See *Monroe Feed Store*, 122 NLRB 1479, 1481. Alonzo is entitled to backpay as set forth in the Appendix. See p. 180.

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[1] The Specification alleges May 14, 1955, as the date of Alonzo's reinstatement, but the General Counsel in his brief states, in accordance with the allegations of the Company's amended answer, that Alonzo was reinstated on May 4, 1955.

62. BEATRICE ANDERSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-18-55	4-18-55	No backpay
Reinstated	7-12-55	7-12-55	

Specific evidence adduced by the Company as to the lack of a vacancy: None. Upon cross-examination, Rutter admitted that a replacement, Laverne Handy, continued to work on Anderson's job as a side and end seamer on pants after Anderson's reinstatement on July 12, 1955.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Anderson did not look for work elsewhere between the time she personally applied at the Company on April 18, 1955, and the date of her reinstatement in July. Anderson was told when she filled out her application on April 18 that she would be called when there was an opening on her operation.

Conclusions: Anderson was justified in waiting a reasonable time to be called back to the plant. However, in the opinion of the Examiner, almost 3 months is too long. Beatrice Anderson willfully incurred a loss of earnings and is not entitled to any backpay. See p. 180.

63. CARRIE ANDERSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-22-55	4-22-55	Begins 4-28-55
Reinstated	7-18-55	7-18-55	Ends 7-18-55 [1]

[1] The Examiner has considered Rutter's testimony that the Company on June 29, 1955, notified Anderson to report for work on July 12, 1955, but that she was not put to work until July 18, 1955, because of the unavailability of Mary Gant, a rocap operator, whose operation fed Anderson's operation as a ticket and loop tacker. However, in view of the fact, as found below, that both Anderson and Gant, by personally applying at the plant, the former on April 22, 1955, and the latter on April 15, 1955, had demonstrated their availability at a time when the Company had replacements on both operations, and the further fact that the Company chose to retain the replacements for about 2 more months, at least,

Specific evidence adduced by the Company as to the lack of a vacancy: None. Rutter testified on cross-examination that a replacement, Anita Morris, continued working on Anderson's job as ticket and loop tacker after July 18, 1955, the date upon which Anderson was reinstated.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Carrie Anderson credibly testified that during the backpay period she applied for work at various sewing factories, at a laundry, and that she also tried to get housework.

Conclusions: No willful loss of earnings has been proven. Carrie Anderson is entitled to backpay as set forth in the Appendix at p. 180.

64. DORA ANDERSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	5-2-55	5-2-55	Ends 5-2-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. Rutter's testimony establishes the contrary, i.e., a "new-hire," Doretha Turner, was discharged to make room for Dora Anderson.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Apart from personally applying for reinstatement at the Company's plant on April 18, 1955, Anderson did not look elsewhere for employment during the backpay period. When Anderson filled out her application on April 18, 1955, she was informed that she would be called when work picked up.

Conclusions: For the reason set forth in Alonzo's case, no willful loss of earnings has been proven. Dora Anderson is entitled to backpay as set forth in the Appendix at p. 180.

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the Examiner finds it inequitable to penalize Anderson for the subsequent temporary failure of communication between the Company and Gant. Accordingly, the Examiner finds that the backpay period showed end on July 18, 1955, rather than on July 12, as is suggested in Rutter's testimony.

65. IDA ANGRUM

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	8-15-55	8-15-55	Begins 8-23-55
Reinstated	10-3-55	10-3-55	Ends 10-3-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. On cross-examination Rutter admitted that on October 3, 1955, when Angrum was reinstated, three replacements were still working on Angrum's job as a corner maker on pants.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Angrum worked throughout the backpay period at the Ochsner Foundation Hospital in Metairie, Louisiana.

Conclusions: No willful loss of earnings has been proven. Ida Angrum is entitled to backpay as set forth in the Appendix at p. 180.

66. GLORIA BROWN AUGUST

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55 [1]

[1] Rutter testified that August was sent a letter in July 1955 notifying her to report on July 19, 1955, but that she did not come in until July 25, 1955. The Company apparently contends that the backpay period should end on July 19 rather than July 25. However, as found below in connection with the cases of the employees listed in Schedule 6(e), the letters upon which Rutter was relying in his testimony did not contain specific offers of reinstatement. In effect these letters constituted requests to the employees to contact the personnel office to furnish information about their availability (pp. *infra*). In several instances when the employees (Doris Bowles, Katie Carr and Mary Guidry, for example) reported at the plant after receiving these letters, they were not put to work right away. Carr was called back about a week later, Bowles 2 weeks later, and Guidry over a month later. Under all the circumstances, the Examiner does not regard Rutter's testimony about sending the letters as justifying the earlier cutoff date.

Specific evidence adduced by the Company as to the lack of a vacancy: None. Rutter admitted on cross-examination that two replacements, Lorraine Barjon and Martha Johnson, were on August's operation of fly stitcher when August applied for reinstatement.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: None. As indicated above, August was not called as a witness in this proceeding. Social Security records introduced into evidence by the General Counsel show that August worked for a short time at the end of June and the first part of July 1955 for another sewing factory, Southern Manhattan Sportswear.

Conclusions: No willful loss of earnings has been proven. Gloria Brown August is entitled to backpay as set forth in the Appendix at p. 180.

67. CLARINDA AULTMAN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55 [1]

Specific evidence adduced by the Company as to the lack of a vancancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Aultman testified that throughout the backpay period she worked between 3 and 4 days a week as a maid during the day and about 3 or 4 nights a week as a babysitter. She received $4 a day for her maid's work and 50 cents per hour for her night's work, which was of unspecified duration. The Examiner finds it reasonable to infer that Aultman worked 4 days a week as a maid and 3 nights a week for 3 hours a night, babysitting, netting her a total weekly income of $20.50.

[1] Rutter testified that Aultman was sent a letter in July 1955. Aultman did not report until July 25, 1955. The Company apparently contends that Aultman's backpay should terminate on July 19. For the reasons given in the case of Gloria Brown August, this contention is rejected.

Conclusions: No willful loss of earnings has been proven. Clarinda Aultman is entitled to backpay as set forth in the Appendix, which reflects the adjustments stated herein. See p. 180.

68. BELL BRIMMER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-11-55	Begins 4-14-55
Reinstated	5-26-55	5-26-55	Ends 5-26-55

Specific evidence adduced by the Company as to the lack of vacancy: None.

Evidence adduced by the Company on the willful loss of earnings issue: Brimmer credibly testified that she looked for work at Haspel's and Famous-Sternberg's during the 6-week backpay period. Brimmer further testified that she had previously filed applications at numerous other establishments, but could not recall whether she went back to these places during the backpay period.

Conclusions: No willful loss of earnings has been proven. Bell Brimmer is entitled to backpay as set forth in the Appendix. See p. 182.

69. MILLIE BROOKS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-20-55	Begins 4-14-55
Reinstated	7-26-55	7-26-55	Ends 7-26-55 [1]

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company on the willful loss

[1] Rutter testified that Brooks was sent a letter earlier in July notifying her to report for work on July 19, 1955. Brooks did not report until July 26, 1955. The Company apparently contends that the backpay period should terminate on July 26, 1955. For the reasons given in the case of Gloria Brown August, this contention is rejected.

of earnings issue: Brooks credibly testified that during the backpay period she applied for work at Haspel's and other places the names of which she could not remember. Brooks earned $9 during the backpay period doing domestic work, which is not stated in the specification.

Conclusions: No willful loss of earnings has been proven. Millie Brooks is entitled to backpay as set forth in the Appendix, which reflects the adjustment stated above. See p. 182.

70. IDELE BROWN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-21-55	Begins 4-14-55
Reinstated	7-25-55	7-25-55	7-25-55 [1]

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: During the backpay period Brown worked for the National Linen Service and at Bonck's a sewing factory, for a short period, and also unsuccessfully looked for work at two hospitals.

Conclusions: No willful loss of earnings has been proven. Idele Brown is entitled to backpay as set forth in the Appendix at p. 183.

71. MARGUERITE BROWN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	7-19-55	7-19-55	Ends 7-19-55

[1] While Rutter testified that Idele Brown was one of a group who was sent a letter notifying her to report to work on July 19, 1955, Brown credibly testified that she did not remember receiving a letter, that she received a telephone call calling her back, and that she went back when she was called.

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Brown worked days throughout the backpay period as a maid at the St. Charles Hotel. Brown worked nights during the backpay period and for a year thereafter on the steamer "President." Brown did not look for other employment during the backpay period.

Conclusions: No willful loss of earnings has been proven. As set forth in the Specification, Brown's earnings at the St. Charles Hotel are deductible from her gross backpay, but her earnings on the steamer "President" are not, as this was supplementary employment which Brown held outside her working hours for the Company and which she continued to hold after her return to work for the Company.[1] Brown is entitled to backpay as set forth in the Appendix at p. 183.

72. MIRIAM BRYANT

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-27-55	4-27-55	Begins 5-5-55
Reinstated	5-12-55	5-12-55	Ends 5-12-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Bryant was employed through the backpay period at the Asher Laundry.[1]

Conclusions: No willful loss of earnings has been proven. Miriam Bryant is entitled to backpay as set forth in the Appendix at p. 183.

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[1] See *Phelps Dodge Corp.* v. *N.L.R.B.*, 313 U.S. 177, 198, n.7, citing *Pusey Maynes & Breish Company*, 1 NLRB 482-487. See also *Link Belt Company*, 12 NLRB 854, 872; *Acme Mattress Company, Inc.*, 97 NLRB 1439, 1443.

[1] The General Counsel's motion to amend the Specification to show interim earnings of $21.43 was granted.

73. OLA MAE BURKHALTER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)[2]	4-14-55[3]	Begins 4-14-55
Reinstated	4-28-55	4-28-55	Ends 4-28-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: When Burkhalter personally applied for employment on April 14, 1955, Rutter told her she would be notified when to report. Within 2 weeks Rutter did so. Burkhalter also testified as to two places she applied for employment during the backpay period, but her memory was so poor that I do not rely on this testimony.

Conclusions: In view of Rutter's informing Burkhalter that she would be notified when to report, she was justified in waiting 2 weeks to hear from the Company, without looking for work elsewhere in the meantime, if such is the case, On these facts, in the opinion of the Examiner, no willful loss of earnings has been established. Burkhalter is entitled to backpay as set forth in the Appendix at p. 183.

74. ELIZABETH BURNS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	7-12-55	7-12-55	Ends 7-12-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

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[2] As amended at the hearing.

[3] The Company's amended answer originally alleged an April 4, 1955, application date. At the hearing it was further amended to show the April 14 date, which is the date on Burkhalter's application in the Company's files.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Burns worked 2 days a week throughout the backpay period for Dr. Cherrie and was paid $4 per day. Burns could not recall looking for work at any sewing factory during the backpay period. However, according to Burns' credited testimony, she frequently went to the Louisiana State Employment Bureau looking for work during the backpay period.

Conclusions: No willful loss of earnings proven. Burns is entitled to backpay on the basis set forth in the Appendix, which reflects her earnings working for Dr. Cherrie. See p. 183.

75. KATIE RUTH CARR

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-15-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55 [1]

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and will ful loss of earnings: Carr was employed by Haspel's throughout the backpay period.

Conclusions: No willful loss of earnings has been proven. Katie Ruth Carr is entitled to backpay as set forth in the Appendix at p. 184.

76. LUCILLE COASTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-27-55	Begins 4-14-55
Reinstated	7-11-55	7-11-55	Ends 7-11-55

[1] Carr was one of the group sent a letter in July 1955 notifying them to contact the personnel office on July 19, 1955. Upon receiving this letter, Carr quit her job at Haspel's. However, upon reporting at the plant, Supervisor John Drake informed her that he was setting up a new line and that she would be called in a couple of days. She reported the following Monday, July 25, 1955, as notified.

Specific evidence adduced by the Company regarding interim earnings and willful loss of earnings: Coaston worked throughout the backpay period for National Service Industrial Life Insurance Company and did not look elsewhere during this time.

Conclusions: No willful loss of earnings has been shown. Coaston is entitled to backpay as set forth in the Appendix at p. 185.

77. WILHELMINA COLEMAN (WOODS)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-21-55	4-21-55	Begins 4-29-55
Reinstated	8-19-55	8-19-55	Ends 8-19-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company on the willful losses issue: Woods worked for Maison-Blanche during the entire backpay period.

Conclusions: No willful loss of earnings has been shown. At the hearing the General Counsel did not have available the Social Security report on Woods' earnings at Maison-Blanche during the backpay period. This report was subsequently received and is included in GC-7. It shows that Woods earned $268.67 at Maison-Blanche in the whole of 1955-2 and that she earned $121 in 1955-3. Wilhemina Coleman Woods is entitled to backpay as set forth in the Appendix, which reflects the deduction of her interim earnings at Maison-Blanche during the applicable periods. See p. 185.

78. ETHEL COSTON (PICKENS)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Reinstated	5-23-55	5-23-55	Ends 5-23-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: None.

Conclusions: No willful loss of earnings has been proven. Ethel Coston Pickens is entitled to backpay as set forth in the Appendix at p. 186.

79. SHIRLEY COURSEAULT (MERCADEL)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	4-19-55	Begins 4-19-55
Reinstated	5-16-55	5-16-55	Ends 5-16-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: None.

Conclusions: No willful loss of earnings has been proven. Mercadel is entitled to backpay as set forth in the Appendix. See p. 186.

80. SHIRLEY CRAWFORD

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	5-4-55	5-4-55	No backpay
Reinstated	7-12-55	7-12-55	

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Crawford did not look for work anywhere else after personally applying for work at the Company.

Conclusions: Crawford has willfully incurred a loss in earnings and is not entitled to any backpay. See p. 186.

81. CLARA CROPPER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	4-25-55	4-25-55	Ends 4-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Cropper testified that she applied for work at Haspel's and the Tulane Shirt Factory during the backpay period. While the Company questions Cropper's credibility because of her omission of the names of these establishments on a 916 Form filled out in 1955, the Examiner believes Cropper was telling the truth about these two attempts to gain work in April 1955.

Conclusions: No willful loss of earnings has been proven. Clara Cropper is entitled to backpay as set forth in the Appendix at p. 186.

82. ELVERA DAVIS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	7-20-55	7-20-55	Ends 7-20-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company on the willful losses issue: Davis testified that she thought she had sought work at Haspel's and Bonck's during the packpay period, and, after applying several times at Southern Manhattan, that she was hired by that concern. The Social Security report shows that Davis worked 2 or 3 weeks at Southern Manhattan about the end of June and the first part of July. While Davis also testified that she worked 2 or 3 weeks for the Reuther Seafood Company during the backpay period, the Examiner is convinced, in view of the

vagueness of Davis' memory for dates, and the absence of any earnings from Reuther during the period in question on the Social Security report, that Davis was mistaken in her testimony that she worked for Reuther during the backpay period.

Conclusions: No willful loss of earnings has been proven. Elvera Davis is entitled to backpay as set forth in the Appendix at p. 186.

83. GEORGIANA DAVIS (DERUISA)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	5-23-55 [1]	5-23-55 [2]	Begins 4-31-55
Reinstated	No	No	Ends Still accruing [3]

Specific evidence adduced by the Company as to the lack of a vacancy: Deruisa was hired on operation button up shirts and after 1½ years on that operation was transferred to operation blocking left and right sleeve facings, an operation which is done only on Government shirts. This is the operation Deruisa was performing when the strike began, according to Rutter. This operation, Rutter testified, had been discontinued at the time Deruisa applied for reinstatement on May 23, 1955, because of the completion of the Government contract for shirts. Rutter further testified that there was no blocking on the continuous sleeve facing used on commercial shirts. With respect to the availability of a position as button up operator, Rutter testified that two of the Company's button operators in the week ending May 28, 1955, were hired during the strike.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Deruisa applied for work at Touro Hospital in 1955-2, in addition to filing a written application for reinstatement with the Company.

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[1] Deruisa was sent a letter offering her reinstatement during the hearing but did not respond.

[2] As amended at the hearing (Tr. 2590).

[3] As amended at the hearing (Tr. 2588).

Deruisa did not look for work at any other sewing factory during this quarter. The only other quarters for which the General Counsel claims backpay for Deruisa (within the period covered by the Specification) are 1959-3 and 1959-4. During these two quarters Deruisa worked a little over 2 months at the Monteleone Hotel and thereafter obtained a job at Mercy Hospital. Deriusa did not seek work at sewing factories during these two quarters.

Conclusions: In view of the availability of Deurisa's old job as button up operator on the day she applied for reinstatement and in view of the Companh's obligation, as found above, to transfer and retrain, if necessary, employees on operations other than the ones they were performing before the strike, the Company's contention that there was no vacancy for Deurisa is rejected. No willful loss of earnings has been proven. Georgiana Davis Deruisa is entitled to backpay as set forth in the Appendix at p. 186.

84. THELMA DAVIS (SMITH) (MATTHEWS)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-1-55	4-15-55	Begins 4-8-55
Reinstated	5-30-55	5-30-55	Ends 5-30-55

Evidence adduced by the General Counsel regarding Davis' application for reinstatement: GC-25 is an application form filled out by Thelma Smith dated April 1, 1955, which was produced by the Company from its fiiles.

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Upon learning that the strike was called off, Matthews quit her job at a restaurant and bar and applied for reinstatement at the Company. When Davis was informed on April 1 that the Company had nothing available for her at that time, and that she would be notified when to report, she went back to the restaurant and bar and reapplied for work there. The job had been filled, however. Davis filed a second applica-

tion with the Company on April 15, 1955, and in May applied for work at Bonck's.

Conclusions: No willful loss of earnings has been proven. Thelma Davis Smith Matthews is entitled to backpay as set forth in the Appendix at p. 186.

85. GLORIA DELPIT

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	5-11-55	Begins 4-14-55
Reinstated	No	No	Ends Still accruing [1]

Evidence adduced by the General Counsel regarding Delpit's expenses: No evidence was adduced supporting the claim of $19.50 for expenses. This sum will be disallowed as an expense.

Specific evidence adduced by the Company as to the lack of a vacancy: Delpit, a learner on operation set front pocket facing, had been hired about a week before the strike began. Rutter testified that when Delpit applied in person on May 11, 1955, one very productive replacement, Lovell Beckham was on the operation set front pocket facing and that she was let go in July 1955. Rutter further testified that of the three or five operators on this operation since Delpit's personal application, three have been returned strikers. Rutter's testimony indicates that for most of the time three operators were all that were required on this operation. The Examiner recognizes the Company's problem in view of its balanced production system in having to dismiss a skilled replacement to make room for a learner on a difficult operation. However, the Company was in need of learners in the period after the strike was called off, it in fact hired four female employees in the month of April 1955.

Evidence adduced by the Company on the willful loss issue: None. Delpit was not called as a witness. The record indicates that her present address is unknown. The Social Security records show earnings for Delpit at Port

[1] The Company mailed a letter to Delpit during the hearing offering her reinstatement. It was undelivered, marked "Mover."

Restaurant in 1955-4 and 1956-1, but not in 1956-2, as stated in the Specification. Rather they show earnings in 1956-2 of $16.70 working for Morris Latter.

Conclusions: The Company's defense in this case is rejected. As found above, the Company was obligated to retrain returning strikers in other operations to make room for them. No willful loss of earnings has been proven. Gloria Delpit is entitled to backpay as set forth in the Appendix, which reflects adjustments for unproven expenses and for her correct interim earnings in 1956-2. See discussion below regarding missing strikers. See p. 186.

86. MATHILDA DELPIT

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	8-15-55	8-15-55	Ends 8-15-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company on the willful loss issue: Although Delpit had a very poor recollection of her efforts to obtain work the Social Security reports indicate that she was working during most of the backpay period. Due to the change to the calendar quarter basis of computation, Mathilda Delpit is entitled to a small amount of backpay in 1955-3 which is not claimed in the Specification. Delpit's interim earnings of $148 in 1955-3 working for Finest Foods will be deducted.

87. GLORIA DIXON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-22-55 (U.)	5-10-55 (Exh. C)	Begins 1-1-56
Reinstated	No	No	Ends Still accruing[1]

[1] The Company tendered Dixon reinstatement at the hearing on April 4, 1963.

Specific evidence adduced by the Company as to the lack of a vacancy: Dixon, a learner on operation top pressing on pants, was originally hired on April 5, 1954. When she personally applied for reinstatement on May 10, 1955, a "new hire," Albedia Hunter, a productive operator, was on Dixon's operation. The other two on this operation were returned strikers. Hunter worked at top pressing until November 1956.

Evidence adduced by the Company on the willful loss issue: Dixon, as far as she could recall, did not look for work in 1955 until she applied to, and was hired by, Baumer Foods in the latter part of December 1955. In 1956-1 Dixon went from Baumer Foods to the New Orleans Recreation Department where she was employed throughout the backpay period.

Conclusions: Dixon willfully incurred losses of earnings until she obtained the job with Baumer Foods the last week in December 1955. Her earnings this week at Baumer Foods were in excess of what she would have earned at the Company. Consequently, the backpay period as to Dixon commences on January 1, 1956. Dixon is entitled to backpay as set forth in the Appendix, which reflects the elimination of all claim for backpay in 1955. See p. 187.

88. ELIZABETH DRAKE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	4-25-55	4-25-55	Ends 4-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Drake did not look for work any place but the Company's plant during the backpay period. There is no evidence as to what Drake was told when she applied in person at the plant on April 14, 1955, and consequently the record does not show, for example, either that she was told that she would be re-

called shortly (which appears likely in view of the fact that she was recalled in less than 2 weeks after she applied in person) or that she was told that her job had been discontinued and that she would not be recalled at all. In these circumstances it appears reasonable, as to all those strikers recalled within about 2 weeks after their personal application, to infer that they were given some indication when they personally applied at the plant that they would be recalled soon, and to hold as to them that they did not incur a willful loss of earnings by not looking elsewhere for work in the first 2 weeks or so after they applied for reinstatement at the plant. Cf. *Monroe Feed Store*, 122 NLRB 1479, 1481.

Conclusions: No willful loss of earnings has been proven. Elizabeth Drake is entitled to backpay as set forth in the Appendix at p. 187.

89. NORMA DUCKETT

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Reinstated	8-3-55	8-3-55	Ends 8-3-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Duckett worked for Haspel's for 4 months but was laid off for lack of work just about the time the strike was called off. For a few months thereafter, Duckett drew unemployment *conpensation* and, pursuant to a provision in the Louisiana law, reported at Haspel's to draw her benefits. In the summer of 1955, according to Duckett's credible testimony, she applied for work at various sewing factories. During the backpay period Duckett worked for Mrs. O'Reilly 2 days a week for 8 weeks at $5 a day.

Conclusions: No willful loss of earnings has been proven. Norma Duckett is entitled to backpay as set forth in the Appendix, which reflects Duckett's additional interim earnings working for Mrs. O'Reilly. See p. 187.

90. ARTHEMISE DUFAUCHARD

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	4-15-55	Begins 4-18-55
Reinstated	4-28-55	4-28-55	Ends 4-28-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Dufauchard did not look for work any place but the Company's plant during the backpay period. The record does not disclose what Dufauchard was told when she personally applied for reinstatement.

Conclusions: For the reasons stated in the case of Elizabeth Drake, no willful loss of earnings has been proven. Arthemise Dufauchard is entitled to backpay as set forth in the Appendix at p. 187

91. ISABELLA EDDINGTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Reinstated	4-25-55	4-25-55	Ends 4-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Eddington did not look for work any place but the Company's plant during the backpay period. When Eddington personally applied at the plant for reinstatement, she was told she would be called when the Company had an opening for her.

Conclusions: No willful loss of earnings has been proven. Isabella Eddington is entitled to backpay as set forth in the Appendix at p. 187.

92. ALICE EVANS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	7-12-55	7-12-55	Ends 7-12-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Evans was employed from about the middle of June until about the time she was put back to work by the Company. As to her search for work prior to that time, Evans could not recall the names of places where she applied, but she testified convincingly that she looked for work during this period, explaining that she needed work at this time.

Conclusions: No willful loss of earnings has been proven. Alice Evans is entitled to backpay on the basis set forth in the Appendix at p. 188.

93. VIVIAN FARRIA

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	6-10-55	6-10-55	Begins 6-20-55
Reinstated	8-8-55	8-8-55	Ends 8-8-55

Specific evidence adduced by the Company as to the lack of a vacancy: *vacancy:* None

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Farria worked 2 days a week as a maid throughout the backpay period and did not look for other work. She was paid $5 per day for this work.

Conclusions: By not seeking work during the 3 days a week on which she was idle, Farria willfully incurred a loss of earnings. Accordingly, Farria's total gross backpay will be computed upon the basis of what she would have earned working for the Company 4 days in each biweekly payroll period, or .4 times the average employee earnings

for each biweekly payroll period in the backpay period. Farria is entitled to backpay as set forth in the Appendix, which reflects the adjustment stated above. See p. 188.

94. PEARL FERGUSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	4-11-55	Begins 4-19-55
Reinstated	8-8-55	8-8-55	Ends 8-8-55

Specific evidence adduced by the Company as to the lack of a vacancy:
Ferguson's operation before the strike was sewing on suspender buttons. After the strike this operation had been discontinued. Upon her recall, Ferguson was retained on the pants seam pressing operation.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Ferguson worked at three different places during the less than 4 months' backpay period and the record shows that she actively sought work when unemployed.

Conclusions: While the record shows that Ferguson's suspender button sewing operation had been discontinued, in view of the Examiner's finding that the Company was obligated to retain returning strikers, which the Company belatedly did in Ferguson's case, this defense is rejected. No willful loss of earnings has been proven. Pearl Ferguson is entitled to backpay as set forth in the Appendix at p. 188.

95. ETHEL FOREMAN (ASKINS)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	7-11-55	7-11-55	Begins 7-19-55
Reinstated	No		Ends Still accruing [1]

[1] On April 19, 1963, while Foreman was on the witness stand, the Company offered her reinstatement. Askins declined.

Specific evidence adduced by the Company as to the lack of a vacancy: None. The contrary is established by Rutter's testimony that a replacement, Odeal Stills, continued on Askins' old operations—button sew and buttonhole hip pocket—until September 1955. Rutter admitted that Askins was experienced on several operations and "having been used as a utility operator must have had some degree of proficiency above and beyond the average."

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: While Askins had substantial earnings in each quarter throughout the backpay period, they averaged between a third and a quarter less than Askins would have earned at the plant. During the backpay period Askins did day work as a maid, worked in a restaurant, and for the past 6 years had worked in a laundry. During the whole time Askins did not look for a job in a sewing factory. She explained that she "was looking for work that [she] could get" and that she was "satisfied" with the jobs she held.

Conclusions: In the opinion of the Examiner, an employee in the economic level of Askins who works virtually full time during the backpay period, does not breach her duty to mitigate damages by failing to seek a better paying job. The Examiner has considered whether Askins might be regarded as having removed herself from the sewing factory labor market at some point during her tenure at the laundry because of her acceptance of this "regular" job at the laundry. The Examiner concludes that he cannot draw any such speculative inference and that the effectuation of the policies of the Act requires that Askins be made whole for her losses up until the time of the Company's offer of reinstatement to her. See *Mastro Plastics Corp.*, 136 NLRB 1342, 1349-1350 and fn. 20. Ethel Foreman Askins is entitled to backpay as set forth in the Appendix at p. 189.

96. GENEVER FOUNTAIN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	5-2-55	5-2-55	Ends 5-2-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: During the backpay period Fountain applied for work at Haspel's and one other establishment she could not remember the name of.

Conclusions: No willful loss of earnings has been proven. Genever Fountain is entitled to backpay as set forth in the Appendix at p. 189.

97. ZEARLEE FRANKLIN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	5-16-55	5-30-55	Ends 5-16-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Franklin testified that she "looked for a job" but that she could not recall the names of the places or the dates when she applied. On this state of the record the Examiner concludes that the Company has not sustained its burden of proof on this issue.

Conclusions: No willful loss of earnings has been proven. Zearlee Franklin is entitled to backpay as set forth in the Appendix at p. 189.

98. GENEVA GABRIEL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Gabriel testified that she had gone to many places looking for work during

the backpay period and that she had made a note at the time of the names and addresses of these places. In his examination of Gabriel, counsel for the Company suggested that this note was fabricated to buttress false testimony. While the Examiner understands the basis for Counsel's attack on Gabriel's credibility, he concludes, in view of Gabriel's testimony as a whole and her demeanor while testifying, that Gabriel's testimony concerning her search for work was not false.

Conclusions: No willful loss of earnings has been proven. Geneva Gabriel is entitled to backpay as set forth in the Appendix at p. 190.

99. MARY GANT (WARD)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	4-8-55	Begins 4-14-55
Reinstated	7-18-55	7-18-55	Ends 7-18-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. The contrary is shown by Rutter's testimony that on July 18, 1955, when Gant was reinstated two replacements were still working on rocap, which was Gant's operation. Rutter further testified that at the end of April, which was not long after Gant had applied in person, the Company had two "brand new people" on rocap who were not producing what one experienced operator could produce. Yet the Company, by its own admission did not even attempt to get in touch with Gant until the end of June, at which time it purportedly sought to have Gant report on July 12. As the Examiner construes Gant's testimony, Gant received a post card on Wednesday, July 13, telling her to report for work, went to the plant on Thursday, July 14, and arranged to report for work on Monday, July 18. Gant reported on July 18, as thus arranged.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Gant did housework 2 days a week, throughout the backpay period. She did not seek work elsewhere.

Conclusions: By not seeking work during the 3 days a week on which she was idle, Gant willfully incurred a loss of earnings. Accordingly, Gant's total gross backpay will be computed upon the basis of what she would have earned working for the Company 4 days in each biweekly payroll period, or .4 times the average employee earnings in each biweekly payroll period in the backpay period, to which will be added the vacation bonus set forth in the Specification. Gant is entitled to backpay as set forth in the Appendix at p. 191.

100. CATHERINE GIVENS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-22-55 (U.)	6-3-55	Begins 5-3-55
Reinstated	6-3-55	June 1955	Ends 6-3-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. The Company inadvertently included Givens in Schedule (d), as Mr. Read stated at the hearing. Apparently she should have been included in Schedule (c).

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Givens unsuccessfully applied for jobs at several garment factories during the backpay period.

Conclusions: No willful loss of earnings has been proven. Catherine Givens is entitled to backpay as set forth in the Appendix at p. 191.

101. HERISE GREEN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Reinstated	6-20-55	6-20-55	Ends 6-20-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim

earnings and willful loss of earnings: During the pre-Easter season 1955, Green worked for Marlin Candies, Inc. Good Friday was her last day of work there. Thereafter for some weeks she was unemployed. During this period she registered with the State Employment Service, and looked for work many places. She finally got a job in June with the New Orleans Laundry.

Conclusions: No willful loss of earnings has been proven. Herise Green is entitled to backpay as set forth in the Appendix at p. 191.

102. LOUISE GREEN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Reinstated	4-28-55	4-28-55	Ends 4-28-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Green did not look for work during the backpay period other than applying in person at the Company's plant. The record does not disclose what Green was told when she personally applied for reinstatement.

Conclusions: For the reasons stated in the case of Elizabeth Drake, no willful loss of earnings has been proven. Louise Green is entitled to backpay as set forth in the Appendix at p. 191.

103. ETHEL GRIFFIN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55 (Ans.)	Begins 4-14-55
Reinstated	4-26-55	4-26-55	Ends 4-26-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim

earnings and willful loss of earnings: Ethel Griffin did not look for work during the backpay period other than applying in person at the Companh's plant. The record does not disclose what Griffin was told when she personally applied for reinstatement.

Conclusions: For the reasons stated in the case of Elizabeth Drake, no willful loss of earnings has been proven. Ethel Griffin is entitled to backpay as set forth in the Appendix at p. 192.

104. JOYCE GRIFFIN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	5-11-55	Begins 4-19-55
Reinstated	5-23-55	5-23-55	Ends 5-23-55

Specific evidence adduced by the Company as to the lack of a vacancy: When Griffin was reinstated all of the girls on her operation were returned strikers.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Joyce Griffin worked throughout the backpay period for New Orleans Laundry.

Conclusions: No willful loss of earnings has been proven. In view of the Company's obligation, hereinabove found, to transfer and retrain workers, the Company's defense in this case is rejected. Joyce Griffin is entitled to backpay as set forth in the Appendix at p. 192.

105. MARY GUIDRY

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55	4-14-55	Begins 4-14-55
Reinstated	8-26-55	8-26-55	Ends 8-26-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. When Guidry was reinstated, Asa Jackson, a replacement, was transferred to another job to make room for her.

Evidence adduced by the Company regarding interim

earnings and willful losses of earnings: Guidry was sent a letter in July instructing her to contact the Company abour reporting for work. When she did so, Supervisor Drake told her that he would call her later. During the backpay period Guidry sought work at various establishments, including sewing factories, but her only earnings were $6.50 for 1 day's work as a maid in 1955-2.

Conclusions: No willful loss of earnings has been proven. Mary Guidry is entitled to backpay as set forth in the Appendix, which reflects her earnings as a maid. See p. 192.

106. CATHERINE HALL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-20-55	4-20-55	Begins 4-28-55
Reinstated	6-3-55	6-3-55	Ends 6-3-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Although Hall could not remember where she applied for work during the backpay period, the Examiner credits her testimony that she looked for work during this time. There is no countervailing evidence.

Conclusions: No willful loss of earnings has been proven. Catherine Hall is entitled to backpay on the basis set forth in the Appendix at p. 192.

107. VEOILA GIBSON HAMILTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	5-2-55	5-2-55	Ends 5-2-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Hamilton did not look anywhere for employment during the backpay period, except at the Company's plant. The record does not disclose what Hamilton was told when she personally applied for reinstatement.

Conclusions: For the reasons stated in the case of Elizabeth Drake, no willful loss of earnings has been proven. Veoila Gibson Hamilton is entitled to backpay as set forth in the Appendix at p. 192.

108. NINNIE HUGHES (JOHNSON)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	5-12-55	Begins 4-14-55
Reinstated	7-26-55	7-26-55	Ends 7-26-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Johnson worked throughout the backpay period at the New Orleans Laundry.

Conclusions: No willful loss of earnings has been proven. Ninnie Hughes Johnson is entitled to backpay as set forth in the Appendix at p. 194.

109. ELNORA JACKSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	7-12-55	Begins 4-14-55
Reinstated	8-15-55	8-15-55	Ends 8-15-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Jackson worked 1 day a week doing housework throughout the backpay period. Jackson testified that she filled out an application

for employment during the backpay period at Louisiana Garment and one other factory. Although the Company makes a serious attack on Jackson's credibility,[1] the Examiner, after observing Jackson on the stand, is of the opinion that the record is insufficient to warrant the finding that Jackson did not look for work during the backpay period.

Conclusions: No willful loss of earnings has been proven. Elnora Jackson is entitled to backpay as set forth in the Appendix at p. 194.

110. EUNICE JOHNSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	8-15-54	4-11-55 (Exh. C)	Begins 9-6-54
Reinstated	No	No	Ends Still accruing[1]

Evidence adduced by the General Counsel respecting Johnson's application for reinstatement: Johnson testified that in August 1954 she and a group of ladies talked to Rutter about going back to work. Rutter told her, according to Johnson, that he had another girl on the machine on which she had been training, but that he would call her as soon as he opened another training class. She did not fill out an application at this time. Rutter testified

[1] The Company introduced into evidence R-130, a Form 916, which lists Jackson as being unemployed during the backpay period and does not indicate, as the instructions on the form direct, the names of the places where she looked for work during the period she was unemployed. The record in this case indicates that the Form 916's were not filled out by the Board representatives but by representatives of the Union at the Union office from information furnished by the employees. The information was obtained in 1958, almost 3 years after the strike was over. The record does not fully disclose the procedure utilized by the Union representatives in eliciting the information which was put down in the forms. Under all the circumstances, the Examiner does not regard R-130 as compelling the conclusion that Jackson was testifying falsely.

[1] The Company, without waiving its defenses in this proceeding, offered Johnson reinstatement at the hearing on February 15, 1963. Johnson accepted.

that the Com
pany did not have an application from John-
son as of Au
gust 1954.[2] Under all the circumstances the
Examiner cr
edits Johnson's testimony about her August
1954 applica
tion for reinstatement. Absent more specific
testimony co
ncerning the precise date in August on which
Johnson mac
e her application, the Examiner finds that
it was made
on August 30, 1954.

*Specific ev
idence adduced by the Company as to the
lack of a vac
ancy:* Johnson who was first hired less than
a month bef
re the strike started, was a learner on oper-
ation button
and buttonhole hip pockets. Rutter credibly
testified that
on August 15, 1954, two returned strikers,
Dorothy Ne
er and Theresa Torregano, were the only
employees w
rking on this operation. About a month later
Odeal Stills,
a replacement, was hired to work on John-
son's operati
n. During August 1954 the Company hired
14 female e
ployees.[1] No evidence was adduced by the
Company co
cerning the lack of vacancies thereafter on
Johnson's op
ration.

*Evidence
adduced by the Company regarding interim
earnings and
willful loss of earnings:* Johnson testified
at length co
cerning her efforts to obtain work after she
applied for r
instatement in August 1954. While she could
not rememb
r the specific places she looked in 1954-3,
she testified
hat she usually went to the downtown stores,
the hospitals
and the factories when she was looking for
work. Johns
n's subsequent work history indicates this to
be true, as
e worked for various stores, restaurants and
for private i
dividuals, in addition to applying at various

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[2] The Gener
Counsel states in his brief, without referring to
the transcript
page, that Rutter denied having any recollection
of this conve
ation with Johnson in 1954. The Examiner has
been unable to
nd in the record any such denial by Rutter. Rutter's
only testimon
was that the Company's files contained no August
1954 applicati
n, which for the reasons stated above, is not con-
clusive of the
act of Johnson's not having applied in August 1954.
If the Exami
r should be in error in his understanding of the
record on this
oint, it may be observed that the Company's failure
to assist the
xaminer by briefing the individual cases has handi-
capped the E
miner throughout his consideration of the case.

[1] This figur
is taken from GC-47.

sewing factories. In 1955, during the quarters for which a claim is made, Johnson had substantial earnings working for a newsdealer. From 1957 to 1958, during the pertinent quarters, Johnson had some work in each quarter except 1959-4. In addition, during this period Johnson answered ads in the newspapers for jobs, and made the rounds of the stores, hospitals, and factories, and applied at sewing factories, including the Company's. In both of the pertinent quarters of 1960, Johnson did some work. After a short stint attending a school of practical nursing in 1960-3, an excluded quarter, Johnson again made the rounds of the hospitals, but was unsuccessful in obtaining work. Finally, after registering with the State Employment Service, Johnson was referred to a restaurant where she worked about a month in 1960-4. Johnson could not recall what efforts she made to obtain work in the first half of 1961.

Conclusions: The General Counsel has sustained his burden of proof with respect to Eunice Johnson's application for reinstatement. In view of the Company's need for trainees during the strike, its subsequent hiring of a replacement on her operation without recalling Johnson, and its obligation, as found above, to retrain returning strikers, the Company's defense that there was no vacancy on her operation is rejected.

The Company has failed to sustain its burden of proving a willful loss of earnings. Eunice Johnson is entitled to backpay as set forth in the Appendix. The Appendix reflects the following adjustments. The beginning of the backpay period on September 5, 1954, and the elimination of all claims for 1957-3, 1960-1, and 1960-3. The latter adjustments are made in accordance with the General Counsel's request in his brief. See p. 195.

111. LOUELLA JOHNSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-20-55	Begins 4-14-55
Reinstated	8-3-55	8-3-55	Ends 8-3-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Johnson worked through the backpay period at the New Orleans laundry. It was not a fulltime job, however. Johnson credibly testified that she applied for work at quite a few places during the backpay period, including two sewing factories. The Examiner does not regard R-174, a Form 916, as raising a credibility question, for the form is designed to elicit facts concerning search for work only during periods of unemployment, and Johnson had a job at the laundry during the entire backpay period.

Conclusions: No willful loss of earnings has been proven. Louella Johnson is entitled to backpay as set forth in the Appendix at p. 195.

112. VIRGINIA JOHNSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-29-55 (Ans.)	Begins 4-14-55
Reinstated	8-5-55	8-5-55	Ends 8-5-55

Specific evidence adduced by the Company as to the lack of a vacancy. None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Johnson, who had a very poor memory for dates, testified that she made a personal application for reinstatement after the strike could not give the date on which she made it. Johnson further testified that she had applied for jobs many times but could not say whether or not these applications were made after the strike was called off.

Conclusions: No willful loss of earnings has been proven. Virginia Johnson is entitled to backpay on the basis set forth in the Appendix at p. 195.

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[1] The Specification inadvertently fails to state that the period from June 7, 1955, through June 20, 1955, is excluded in computing gross backpay for 1955-2 because of illness. An adjustment is also made in Johnson's interim earnings at the laundry, these are estimated at $22.50 per week.

113. EDNA JONES

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Reinstated	4-28-55	4-22-55 [1]	Ends 4-28-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Jones did not look for work during the backpay period aside from filing an application at the plant on April 19. The record does not disclose what Jones was told when she personally applied for reinstatement.

Conclusions: For the reasons stated in the case of Elizabeth Drake, no willful loss of earnings has been proven. Edna Jones is entitled to backpay as set forth in the Appendix at p. 196.

114. SHIRLEY JONES (TAYLOR)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	10-28-55	Begins 4-19-55
Reinstated	12-7-55	12-7-55	Ends 6-30-55 [1]

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[1] This must be a typographical error for R-176 contains the following notation: "Date to report *28 Apr. 55.*"

[1] Due to his failure to comprehend even after interviewing Taylor that she had been unemployed up until September, the General Counsel erroneously concluded that Taylor was not available for employment after the end of 1955-2 and claimed no backpay for 1955-3 and 1955-4. At the hearing the General Counsel moved to amend the Specification to add backpay for 1955-3 and 1955-4, and to give the Company the deduction for her interim earnings at the nursery. This motion to amend is denied. The basic facts upon which the motion is based were available to the General Counsel at the time the Specification was issued, and the Examiner, pursuant to his rulings in such situations, declines to grant such motions to amend where the effect of doing so is to increase the amount of backpay claimed for the employee.

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Taylor earned $25 a week working for a nursery from the end of the strike until September 1955.

Conclusions: No willful loss of earnings has been proven. Shirley Jones Taylor is entitled to backpay as set forth in the Apendix, which reflects her earnings at the nursery. See p. 196.

115. OLIVA JOSHUA

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	5-10-55	5-10-55	Begins 5-18-55
	6-6-55	6-6-55	Ends 6-6-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Joshua unsuccessfully sought work at two other sewing factories during the backpay period.

Conclusions: No willful loss of earnings has been proven. Olivia Joshua is entitled to backpay as set forth in the Appendix at p. 196.

116. JOHNNIE MAE KEELER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	4-25-55	Begins 4-19-55
Reinstated	8-4-55	8-4-55	Ends 8-4-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: None. Keeler, although subpenaed by the Company did not appear. The parties stipulated that she was confined to a mental institution. The Social Security records introduced into evi-

dence by the General Counsel show that Keeler worked a short time in 1955-2.

Conclusions: No willful loss of earnings has been proven. Johnnie Mae Keeler is entitled to backpay as set forth in the Appendix at p. 196. See the discussion in the Appendix concerning the procedure to be followed in the case of incompetent employees.

117. DOROTHY KELLY

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-25-55 [1]	4-25-55 [1]	Begins 5-3-55
Reinstated	5-17-55	5-17-55	Ends 5-17-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Kelly worked for the Alamo cleaners during the 2-week backpay period.

Conclusions: No willful loss of earnings has been proven. Dorothy Kelly is entitled to backpay as set forth in the Appendix at p. 196.

118. ALNETTA KIMBLE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-21-55	Begins 4-14-55
Reinstated	10-1-55 [1]	4-28-55	Ends 4-28-55

The evidence adduced by the General Counsel regarding the nonequivalence of the job to which Kimble was assigned on April 28, 1955. Before the strike Kimble was a topstitcher of waistbands in one of the production lines.

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[1] As amended at the hearing.

[1] The Specification indicates that Kimble was rehired on 4-28-55. The General Counsel takes the position that this was not for an equivalent job, and hence the backpay period continued until she was restored to her regular job.

Upon being rehired on April 28, 1955, she was assigned to topstitching waistbands on a machine which was out of the line, where her earnings were substantially less than they had been before the strike. A replacement, Shirley Marrero, who was hired in June of 1954, continued on a job on the line as a topstitcher of waistbands until August 1955. The General Counsel relies on the following as establishing that Kimble was not properly reinstated: The fact that a replacement filled a position on the line as a topstitcher of waistbands and the further fact that Kimble's earnings after the strike were considerably lower than her former earnings. However, after the strike Kimble was assigned to the identical operation which she had performed before the strike, and the Examiner is not persuaded that the reason for Kimble's lower earnings after the strike was her assignment to a machine out of that line. The production records before and after the strike, upon which the General Counsel relies, indicate to the Examiner that it was Kimble's loss of skill during the strike which accounted for her lower production after the strike. This is suggested by Kimble's gradually increasing production which almost reached her prestrike level before she was reassigned to machine on the line.

Specific evidence adduced by the Company as to the lack of a vacancy: None. The contrary is established by the fact that the replacement, Shirley Marrero, filled a job as topstitcher of waistbands until August 1955.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Kimble credibly testified as to her search for employment during the backpay period, which included efforts to obtain work at two other sewing factories besides the Company's.

Conclusions: The General Counsel has failed to establish that Kimble was not properly reinstated. The Company has failed to prove a willful loss of earnings. Kimble is entitled to backpay as set forth in the Appendix, which reflects the ending of the backpay period on April 28, 1955. See p. 196.

119. GERTRUDE La ROSE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Reinstated	6-9-55	6-9-55	Ends 6-9-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: La Rose worked during most of the backpay period as a maid and earned $132 working in this capacity. Also, La Rose looked for work at various sewing factories during this time.

Conclusions: No willful loss of earnings has been proven. Gertrude La Rose is entitled to backpay as set forth in the Appendix, which reflects the deduction of La Rose's earnings as a maid. See p. 196.

120. EDNA Le BEAU

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	5-5-55	5-5-55	Ends 5-5-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: About the same time as Le Beau personally applied for reinstatement at the plant, she placed an advertisement in the paper seeking work as a maid. The record does not disclose whether or not Le Beau was seeking full time work. In response to this advertisement Le Beau obtained a job on which she worked 2 days a week. After working about 2 weeks on this job, Le Beau was reinstated by the Company. Le Beau did not look for other work while working as a maid.

Conclusions: No willful loss of earnings has been

proven. Edna Le Beau is entitled to backpay as set forth in the Appendix at p. 197.

121. RUBY LEE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	4-26-55	4-26-55	Ends 4-26-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: During Lee's short backpay period she was registering weekly for, and drawing, partial unemployment compensation. Lee was not referred by the Louisiana State Unemployment Service for any jobs during this period. Lee was receiving partial benefits due to the fact that she was working 15 hours a week at night on the steamer "President," an extra job which she continued to hold for about a year after returning to work for the Company.

Conclusions: No willful loss of earnings has been proven. Ruby Lee is entitled to backpay as set forth in the Appendix at p. 197.

122. LOETHA McKINNIE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-28-55 [1]	4-28-55 [1]	Begins 5-6-55
Reinstated	5-12-55	5-12-55 [2]	Ends 5-12-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: McKinnie worked 3

[1] As amended at the hearing.

[2] In the amended answer this date was inadvertently given as 12-5-55.

days a week at a store during the short backpay period.

Conclusions: No willful loss of earnings has been proven. Loetha McKinnie is entitled to backpay as set forth in the Appendix which reflects the deductions of $15 interim earnings not shown in the Specification. See p. 198.

123. VIVIAN MAGEE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-18-55	4-18-55	Begins 4-26-55
Reinstated	12-5-55	12-5-55	Ends 12-5-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Magee worked full time at Bonck's for about 4 months before being reinstated by the Company in December. Prior to that time she had previously applied at Bonck's and other sewing factories, and had registered for employment at the State Employment Service.

Conclusions: No willful loss of earnings has been proven. Vivian Magee is entitled to backpay as set forth in the Appendix at p. 198.

124. ELEANOR MARGIN (COLEMAN)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)[1]	4-11-55	Begins 4-14-55
Reinstated	8-8-55	8-8-55	Ends 8-8-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Coleman was employed throughout the backpay period at a hospital.

[1] As amended at the hearing.

Conclusions: No willful loss of earnings has been proven. Eleanor Margin Coleman is entitled to backpay as set forth in the Appendix at p. 198.

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125. DOROTHY MARSHALL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	4-28-55	4-28-55	Ends 4-28-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. Marshall was a fly stitcher. As stated in the case of Gloria August, two replacements were on Marshall's operation when she applied for reinstatement in April. One remained with the Company until October 1955 and the other until December 1955.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Marshall looked for jobs at numerous places, including sewing factories, after she filled out an application at the plant on April 14, 1955.

Conclusions: No willful loss of earnings has been proven. Dorothy Marshall is entitled to backpay as set forth in the Appendix. See p. 198.

126. GLORIA MATTHEWS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	5-5-55	5-5-55	Begins 5-13-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55 [1]

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim

[1] Matthews was notified prior to July 18, 1955, to contact the personnel office on July 18. She did not report until July 25, 1955. The Company apparently contends that backpay should terminate on July 18, 1955. For the reasons stated in the case of Gloria Brown August, this contention is rejected.

earnings and willful loss of earnings: Mathews was employed part time by Haspel's throughout the backpay period. In his brief the General Counsel has supplied information concerning additional interim earnings, not shown in the Specification, and not otherwise shown in the record, as follows: 1955-2, $156.96 and 1955-3, $33.90.

Conclusions: No willful loss of earnings has been proven. Gloria Matthews is entitled to backpay as set forth in the Appendix. See p. 199.

127. ROBERTA MONETTE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	4-25-55	4-25-55	Ends 4-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willfull loss of earnings: None. The Company did not call Monette as a witness.

Conclusions: No willful loss of earnings has been proven. Roberta Monette is entitled to backpay as set forth in the Appendix at p. 199.

128. LEOLA MOORE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-15-55	5-4-55	Begins 5-12-55
Reinstated	8-4-55	8-4-55	Ends 8-4-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willfull loss of earnings: After filing a written application for reinstatement with the Company on May 4, 1955, Moore substituted for a friend at the U.S. Naval Station for 2 weeks, while her friend was on vacation. At the end of this time, her employer asked Moore

to stay on but Moore declined; stating that she was expecting to go back to work for the Company. Throughout the backpay period Moore worked part time selling cosmetics and netted about $9 per week. As Moore testified, for much of her working life she "had been doing that type of work on the side along with any other type of work [she] had been doing." Moore obtained 1 day's work at a seafood bar just before she was reinstated for which she was paid $4. Moore admittedly sought no other work in the backpay period than that set out above.

Conclusions: Moore willfully incurred a loss in earnings by declining to accept further employment at the U.S. Naval Station and not seeking further employment until about August 1, 1955. The Examiner regards Moore's earnings on the cosmetics route as being in the nature of supplemental earnings for work performed outside of normal factory working hours which would not be deductible as interim earnings in any event. Moore is entitled to backpay as set forth in the Appendix, omitting any remuneration for the period from June 13, 1955, to July 29, 1955, during which time the Examiner finds that Leola Moore willfully incurred a loss of earnings. See p. 199.

129. LENA MOTEN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	4-26-55	4-26-55	Ends 4-26-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Apart from applying for work personally at one place and calling to inquire about a job at Haspel's, Moten did not look elsewhere for employment during the 8 working day backpay period.

Conclusions: No willful loss of earnings has been proven. Lena Moten is entitled to backpay as set forth in the Appendix at p. 199.

130. ROSIE LEE NEWTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-22-55 (U.)	4-22-55	Begins 5-3-55
Reinstated	7-12-55	7-12-55	Ends 7-12-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willfull loss of earnings: None. Newton resided in San Francisco at the time of the hearing and was not called as a witness by the Company, although the Examiner offered to adjourn the hearing to California to enable the parties to call as witnesses the employees residing there. The Specification shows interim earnings throughout the backpay period.

Conclusions: No willful loss of earnings has been proven. Rosie Lee Newton is entitled to backpay as set forth in the Appendix at p. 200.

131. CLOTHILDE NICHOLAS (MARTIN)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	6-17-55	Begins 6-29-55
Reinstated	8-2-55	8-2-55	Ends 8-2-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: The only place besides the Company where Martin looked for work in the backpay period was Cute Togs (Southern Manhattan Infantswear), where she was immediately hired about the end of June 1955.

Conclusions: Martin willfully incurred a loss in earnings from April 14, 1955, to and including June 28, 1955. Martin is entitled to backpay as set forth in the Appendix at p. 200.

132. SHIRLEY PARKER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-25-55	4-25-55	Begins 5-4-55
Reinstated	7-14-55	7-14-55	Ends 7-14-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Parker worked throughout the backpay period at Bonck's.

Conclusions: No willful loss of earnings has been proven. Shirley Parker is entitled to backpay as set forth in the Appendix at p. 201.

133. YVONNE PARNELL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	6-15-55	9- -55	Begins 6-23-55
Reinstated	No	No	Ends Still accruing

Evidence adduced by the General Counsel concerning Parnell's application for reinstatement: Parnell testified that she filled out a written application for employment at the Company's plant "about June" 1955. Supervisor Drake told her he did not have anything for her on that particular day. When asked to be more specific as to the date on which she filed her written application, Parnell testified that she thought it was about 4 months after she moved into a new house in January 1955. Parnell further testified that she went back to the Company's plant looking for work several more times in 1955. It was stipulated that if Drake were called as a witness he would testify that he had no recollection of the incident as to which Parnell testified, and accordingly, that he would neither be able to admit nor deny that such an incident occurred. The Company adduced no other evidence either contradicting Parnell's testimony about her applications

or supporting the allegation in its answer that Parnell had applied for reinstatement in September 1955.[1]

Specific evidence adduced by the Company as to the lack of a vacancy: Parnell, who previously had sewn the flaps, straps and collars for shirts, was transferred to tacking sleeves on April 15, 1954, about a week before the strike began. Rutter testified that on the week ending June 18, 1955, there were three operators on operation tack sleeve, including one "new hire," Betty Lee Mack. Mack remained on the payroll until February 1957.

Evidence adduced by the Company regarding interim employment and willfull loss of earnings: Except for the last week in June 1955, during every quarter in the entire period for which backpay is claimed by the General Counsel, Parnell worked as a maid, although from 1956 to 1958, she worked part time. However, during this period she looked for work afternoons as a maid. On one occasion Parnell put an ad in the paper seeking such work. At no time after Parnell obtained work as a maid did she look for work in a sewing factory. She was satisfied with her work as a maid.

Conclusions: Parnell made a written application for reinstatement on June 15, 1955, as alleged in the Specification. No willful loss of earnings has been proven. Yvonne Parnell is entitled to backpay as set forth in the Appendix at p. 201.

134. GLORIA PENN (SMITH)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	5-2-55	5-2-55	Ends 5-2-55

[1] The Examiner has considered R-81 upon which the Company apparently relies as casting doubt on Parnell's credibility. However, the Examiner concludes under all the circumstances of the case, and particularly the Company's failure to refute Parnell's testimony concerning her applications for reinstatement, that R-81 was sent to the Board by Parnell under a misapprehension of the significance of what she was doing. Parnell's testimony above set forth is credited.

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willfull loss of earnings: Smith worked full time throughout the short backpay period.

Conclusions: No willful loss of earnings has been proven. Gloria Penn Smith is entitled to backpay as set forth in the Appendix at p. 201.

135. LOUISE PHILLIPS (HEARNS)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	7-26-55	7-26-55	Ends 7-26-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Hearns was drawing unemployment benefits almost to the end of the backpay period, and registered weekly for work with the State Employment Service during this time. The Employment Service referred Hearns for 1 day's work during 1955-2 for which she was paid $5.

Conclusions: No willful loss of earnings has been proven. Louise Phillips Hearns is entitled to backpay as set forth in the Appendix, which reflects her earnings as a maid. See p. 201.

136. MELVINA POWELL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	6-6-55	6-6-55	Begins 6-14-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Powell obtained a job in another sewing factory about the end of June and

worked the rest of the backpay period. The record is silent with respect to Powell's efforts, if any, to obtain work on the first 2 weeks in the backpay period.

Conclusions: No willful loss of earnings has been proven. Melvina Powell is entitled to backpay as set forth in the Appendix at p. 201.

137. GLORIA RAPP (BENNETT)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	4-20-55	Begins 4-19-55
Reinstated	4-28-55	4-28-55	Ends 4-28-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: During the short backpay period Bennett registered for work at the State Employment Service in connection with her application for unemployment benefits.

Conclusions: No willful loss of earnings has been proven. Gloria Rapp Bennett is entitled to backpay as set forth in the Appendix at p. 202.

138. WILHELMINA RAY (BLANCHARD)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-21-55	Begins 4-14-55
Reinstated	No	No	Ends Still accruing[1]

Specific evidence adduced by the Company as to the lack of a vacancy: Rutter testified that Blanchard was on the operation button sew shoulder straps at the time the strike began. She had been working on army shirts covered by a Government contract which was being completed at that time. At the end of the strike, according to Rutter, this operation had been discontinued.

[1] The Company offered Blanchard reinstatement on May 28, 1963.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Blanchard did not look for work in 1955-2. Commencing early in July 1955, Blanchard worked steadily until July 1959. After working a short time at a cleaning establishment, Blanchard then obtained a job working for two doctors as an assistant to their technician. Blanchard was discharged by the doctors in July 1959, and thereafter looked unsuccessfully for work until she got a job at Haspel's in September 1959. Laid off by Haspel's in January 1960, Blanchard drew unemployment compensation benefits until she obtained a temporary job with a life insurance company. Laid off by this employer, Blanchard again received unemployment compensation benefits from August to December 1960. During this time Blanchard also filed an application with Schram's. In 1961-1 Blanchard attempted to obtain a job with the cleaning establishment she previously had worked for. Thereafter she did not look for work.

Conclusions: In view of the Examiner's finding that the Company was obligated to retrain operators for whom it had no vacancy at the time of their application for reinstatement, the Company's defense with regard to Blanchard is rejected. Blanchard willfully incurred a loss in earnings in 1955-2 and 1961-2 and is entitled to no backpay for these two quarters. No other willful loss of earnings has been established. Wilhelmina Ray Blanchard is entitled to backpay as set forth in the Appendix, which reflects the adjustment for two quarters in which Blanchard willfully incurred a loss of earnings. Due to the change to the calendar quarter method of computation Blanchard is entitled to backpay for 1955-4. See p. 202.

139. DOROTHY KEARNEY REED

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	8-16-55 [1]	8-16-55	Begins 8-24-55
Reinstated	No	No	Ends Still accruing

[1] At the hearing the Specification was further amended to set forth August 16, 1955, as the date of Reed's application.

Specific evidence adduced by the Company as to the lack of a vacancy: Rutter testified that Reed was a collar block point operator and that when Reed applied for reinstatement the shirts which the Company was then making did not require this operation. When the Company subsequently made shirts requiring block pointing, the operator was performed by one of the three trim and turn operators. No evidence was adduced as to which of the trim and turn operators subsequently did block pointing.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Reed did some work in each of the quarters during which the Examiner finds she is entitled to backpay. When Reed applied for reinstatement she was working in a nursery where she was paid $22 a week. Reed stopped working at the nursery on December 18, 1955, because she was pregnant with her first child, who was born on February 5, 1956. Reed commenced working for the Denham Meat Company on May 28, 1956, and worked there until December 8, 1956, at which time she quit because she was again pregnant. Reed resumed working for the Denham Meat Company at $30 per week on April 1, 1957, and continued throughout 1957-3, at which time the Company went out of business.

Having been unable to find other work, thereafter for the remainder of the backpay period Reed did housework exclusively, with substantial periods out while she had four more babies (including twins). The following quarters will be excluded because of pregnancies: 1957-4, 1958-1, 1958-2, 1958-3, 1959-3, 1959-4, and that portion of 1961-2 commencing on May 15. Reed continued working as a maid until May 15, 1961, when she had to stop working because of the imminent arrival of her sixth baby. Throughout this period Reed was paid $5.50 per day for her services as a maid. As Reed testified, she was not satisfied with the amount of work she was obtaining during the whole period she was doing housework, but she "was picking what [she] could get at the time."

The Specification credits Reed with interim earnings of 3 days a week at $5 per day throughout the period Reed

was doing housework, except for the period after November 1960, during which the Specification credits Reed with interim earnings of 2 days a week at $5. Reed testified regarding the number of days per week she worked doing housework, as follows: "Sometimes 5 days and sometimes I have 3 days or 2 days." Since the Company failed to clarify Reed's testimony in this regard, the Examiner finds in accordance with the allegations of the Specification as to the number of days each week during the backpay period Reed was working as a maid. However, the Examiner finds, in accordance with Reed's testimony, that Reed received $5.50 per day rather than the $5 figure used in the Specification.

Conclusions: In view of the Examiner's finding that the Company was obligated to retrain operators for whom it had no vacancy at the time of this application for reinstatement, the Company's defense with regard to Reed is rejected. No willful loss of earnings has been proven. Dorothy Kearney Reed is entitled to backpay as set forth in the Appendix at p. 202.

140. NERLIE REEVES

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	4-27-55	Begins 4-19-55
Reinstated	6-15-55	6-15-55	Ends 6-15-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Reeves looked for work at various sewing factories, including the Company's, during the 2 months' backpay period. The Examiner finds that Reeves earned $96 doing day's work during this time.

Conclusions: No willful loss of earnings has been proven. Nerlie Reeves is entitled to backpay on the basis set forth in the Appendix, which reflects her earnings doing day's work. See p. 202.

141. PEARL RICHARD (deceased)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-12-55 [1]	4-12-55	Begins 4-25-55
Reinstated	6-6-55	6-6-55	Ends 6-6-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: None.

Conclusions: No willful loss of earnings has been proven. The estate of Pearl Richard, deceased, is entitled to backpay as set forth in the Appendix. See p. 203.

142. ROSE RICHARDSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Reinstated	7-12-55	7-12-55	Ends 7-12-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: None. Richardson was not called as a witness.

Conclusions: No willful loss of earnings has been proven. Rose Richardson is entitled to backpay as set forth in the Appendix at p. 203.

143. DOROTHY P. RUBIT

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 [1]	4-22-55 (Ans.) 3-31-55 (Exh. C.)	Begins 4-14-55
Reinstated	7-13-55	7-13-55	Ends 7-13-55

[1] As amended at the hearing.

[1] This is the date alleged in the Specification originally. Dorothy P. Rubit's name was not included on the Union's April 5, 1955 appli-

Specific evidence adduced by the Company as to the lack of a vacancy: None. Before the strike Dorothy P. Rubit was on the operation trimming and turning collars with Dorothy B. Rubit. They were the only two employees on this operation before the strike. As stated in the case of Dorothy B. Rubit, a replacement remained on this operation throughout the period covered by the Specification, with one 10-month break in service.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings. Rubit at first testified that she applied for work at Alice Padell's after the strike was over and before she went back to work for the Company. Subsequently, she indicated that she was not sure whether she applied at Padell's during or after the strike.

Conclusions: No willful loss of earnings has been proven. Dorothy P. Rubit is entitled to backpay as set forth in the Appendix, which is figured on the basis contained in the Specification prior to any amendment. See p. 203.

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cation. At the hearing the General Counsel ascertained that the Company had in its files relating to this employee two applications, one dated March 31, 1955, and the other dated April 22, 1955. Thereupon, the General Counsel moved to amend the Specification to provide for a March 31, 1955, application date. The Examiner denied the motion. His ruling was consistent with his position that he would not grant the General Counsel leave to amend where the effect of the amendment would be to enlarge the Company's backpay obligation, if the factual basis for the motion to amend was within the General Counsel's knowledge, or reasonably should have been, at the time the Specification was issued. Upon this motion being denied, the General Counsel moved to amend the Specification to set forth on April 22, 1955, application date. This motion was granted. The General Counsel in his brief has requested the Examiner to reconsider his rulings with regard to the date of application of Dorothy P. Rubit. Upon reconsideration, the Examiner concludes that it is unfair to penalize Rubit for the errors or oversights of the General Counsel in connection with her case. The Examiner will consider the Specification as it was originally written. The record shows that Dorothy P. Rubit filed an application on March 31, 1955, and the Examiner finds it reasonable under the circumstances to hold that the backpay period for Rubit commenced on April 14, 1955, as stated in the Specification originally.

144. ADA SANDERS (NEWSOM)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-14-55	4-14-55	Begins 4-22-55
Reinstated	10-3-55	10-3-55	Ends 10-3-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: After unsuccessfully seeking work at other sewing factories, Newsom obtained a job during the strike doing cleaning work at the St. Bernard Parish Court House where she was employed throughout the backpay period at $19 per week. Newsom did not look for work elsewhere while working at the Court House. Since the Specification computed Newsom's earnings at the rate of $78 a month, a slight adjustment will be made in Newsom's interim earnings.

Conclusions: No willful loss of earnings has been proven. Ada Sanders Newsom is entitled to backpay as set forth in the Appendix at p. 203.

145. ELLEN SAWYER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-18-55 (U.)	4-22-55	No backpay
Reinstated	5-11-55	5-11-55	

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willfull loss of earnings: Sawyer did not look for work after the strike was over.

Conclusions: Sawyer willfully incurred a loss of earnings and is not entitled to backpay.

146. DELORES SCOTT

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	4-28-55	4-28-55	Ends 4-28-55

Specific evidence adduced by the Company as to the lack of a vacancy: None. Two replacements continued working on Scott's job setting sleeves for months after Scott was reinstated.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Scott did not look for work during the backpay period. The record does not disclose what Scott was told when she personally applied for reinstatement.

Conclusions: For the reasons stated in the case of Elizabeth Drake, no willful loss of earnings has been proven. Delores Scott is entitled to backpay as set forth in the Appendix at p. 203.

147. REBECCA SEATON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-22-55	4-19-55	No backpay
Reinstated	5-16-55	5-16-55	

Specific evidence adduced by the Company as to the lack of a vacancy: None. Audrey Bourgeois, a replacement on Seaton's taping crotch operation, continued on the payroll throughout 1955.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Aside registering for employment on April 27, 1955, in connection with obtaining her check for unemployment compensation benefits, Seaton did not make any effort to obtain employment in the backpay period. During the strike Seaton did only 2 or 3 days work as a maid, and this was at the beginning of the strike. The Examiner infers from this fact

that Seaton was not seriously looking for work during most of the strike.

Conclusions: The Company has shown that Seaton made no serious efforts to gain employment for at least a year prior to her reinstatement, and that she registered for employment with the State Employment Service only as a part of her effort to collect unemployment compensation benefits. In the opinion of the Examiner such registration, in the circumstances of this case, does not fulfull Seaton's obligation to mitigate damages. Having thus willfully incurred losses in earnings during the whole alleged backpay period, Rebecca Seaton is not entitled to backpay.

148. CLARA SHELTON (PATTERSON)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55 (Exh. C)	Begins 4-14-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None of sufficient specifically to be meaningful.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: In 1955-2 Patterson unsuccessfully applied for work at several sewing factories, looked for work as a maid, and in the following quarter obtained work at Southern Manhattan, an infantswear sewing factory.

Conclusions: No willful loss of earnings has been proven. Clara Shelton Patterson is entitled to backpay as set forth in the Appendix, which reallocates interim earnings to the quarters shown in the Social Security records. See p. 203.

149. LILLIE MAE SIMPSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-8-55 (U.)	5-22-55	No backpay
Reinstated	8-1-55	8-1-55	

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Aside from her personal application for work at the Company plant on May 2, 1955, Simpson did not look for work during the backpay period.

Conclusions: Simpson wilfully incurred a loss of earnings and is not entitled to any backpay.

150. ROSEMARY SONIA (VANTRY)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	6-6-55	6-6-55	No backpay
Reinstated	7-29-55	7-29-55 [1]	

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Aside from her personal application for work at the Company's plant on June 6, 1955, Vantry did not look for work during the backpay period.

Conclusions: Rosemary Sonia Vantry willfully incurred a loss of earnings and is not entitled to any backpay.

151. MILLIE STEWART (BATES)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-21-55	Begins 4-14-55
Reinstated	7-25-55	7-25-55	Ends 7-25-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: While Bates at first testified that she had made no effort to obtain work after the strike other than applying at the Company and mak-

[1] As amended at the hearing.

ing a few telephone calls seeking work as a maid, when shown a Form 916 filled out in February 1958, Bates testified that it was true that she had applied for work during the backpay period at various sewing factories, stores, and a canning factory. The Examiner credits Bates' latter testimony.

Conclusions: No willful loss of earnings has been proven. Millie Stewart Bates is entitled to backpay as set forth in the Appendix at p. 204.

152. DOROTHY TAPLIN (DUNCAN)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-18-55 [1]	4-18-55	Begins 4-26-55
Reinstated	5-3-55	5-3-55	Ends 5-3-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Duncan did housework 3 days a week in the 1-week backpay period.

Conclusions: No willful loss of earnings has been proven. Dorothy Taplin Duncan is entitled to backpay as set forth in the Appendix at p. 204.

153. LUVENIA THOMAS (WASHINGTON)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-25-55	Begins 4-14-55
Reinstated	7-13-55	7-13-55	Ends 7-13-55

[1] The Specification alleged an April 22, 1955, application date, but backpay was alleged to commence on April 26, 1955, which is consistent with an April 18 application and inconsistent with the later application. At the hearing the Trial Examiner denied the General Counsel's request to amend the Specification to show an April 18, 1955, application for Duncan. Pursuant to the request made in the General Counsel's brief, the Examiner has reconsidered his ruling denying the General Counsel's motion to amend the Specification and hereby grants said motion, it appearing that only a clerical error was involved and that the amending of the Specification does not enlarge the Company's backpay obligation.

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: It was stipulated that Washington was doing parttime work at the Post Exchange at Camp Leroy Johnson at the end of the strike and that she was employed at a sewing factory in Dallas for a short time in June 1955 and received $16.58 in compensation which is not shown in the Specification. Washington credibly testified that she looked for work in May 1955 but could not recall where.

Conclusions: No willful loss of earnings has been proven. Luvenia Thomas Washington is entitled to backpay as set forth in the Appendix, which reflects Washington's additional interim earnings in Dallas. See p. 204.

154. MARY THOMAS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	No backpay
Reinstated	6-13-55	6-13-55	

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Aside from personally applying for reinstatement on April 15, 1955, Thomas did not make any other application for work during the backpay period. Nor for months prior to the end of the strike had she looked for work. However, Thomas did draw unemployment compensation for some weeks after the strike was over. She could not recall for what length of time she drew such benefits. Although the Company subpenaed the unemployment compensation records of all the employees here involved, these records had been destroyed for years prior to 1957 and hence were not available from the Division of Employment Security of the State of Louisiana, the official custodian of the records.

Conclusions: The Company has established that Thomas made no efforts to obtain work for the better part of a year prior to her reinstatement and that she registered for employment with the State Employment Service only as a part of her effort to obtain unemployment compensation benefits. Under all the circumstances, the Examiner concludes that Mary Thomas has willfully incurred a loss in earnings and is not entitled to any backpay. See discussion of the case of Rebecca Seaton.

155. MIGONETTE THOMAS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-7-55	8-5-55	Begins 8-15-55
Reinstatement (offered)	6-15-55	No	Ends 6-1-56

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: The General Counsel seeks backpay for Thomas only for the period beginning 5 days after her admitted application for reinstatement on August 5, 1955, and ending June 1, 1956. Thomas credibly testified concerning job-seeking efforts in both 1955 and 1956, but she was unable to "pinpoint" the specific months in each year that she applied. Among the places during the backpay period where Thomas applied for work were several sewing factories and Baumer Foods.

Conclusions: No willful loss of earnings has been proven. Migonette Thomas is entitled to backpay as set forth in the Appendix at p. 204.

156. JESENU THORNTON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Reinstated	8-15-55	8-15-55	Ends 8-15-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Thorton testified that she was desperately looking for work during the backpay period, and named the airport and Baumer Foods, as places where she had applied. Thornton also testified that she answered ads in the paper for houseworkers. Confronted with a Form 916 filled out in 1958 with information furnished by her, which listed only Louisiana Garment and LSU College as places where she had sought work, Thornton could explain the discrepancy between her testimony and the information on the Form 916 only by saying that she gave the information which she remembered at the time. The Examiner is not convinced from observing Thornton on the stand and considering her testimony as a whole that Thornton had a positive recollection at the hearing of having applied for work at Baumer Foods and the airport during the backpay period. On the other hand, the Examiner is not persuaded that the opposite is true, that Thornton did not look for work during the backpay period.

Conclusions: No willful loss of earnings has been proven. Jesenu Thornton is entitled to backpay as set forth in the Appendix at p. 204.

157. HILDA VALENTINE

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	7-13-55	7-13-55	Ends 7-13-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: While Valentine could not recall the names of specific places where she applied for work in the 3-month backpay period, with the exception of the Chalmette Laundry, she did testify convincingly concerning her persistent and repeated efforts to obtain work during the backpay period.

Conclusions: No willful loss of earning has been proven. Hilda Valentine is entitled to backpay as set forth in the Appendix at p. 205.

158. MABEL WATSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-27-55	4-27-55	No backpay
Reinstated	7-25-55	7-25-55	

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Watson did not look for other work during the backpay period; she was waiting for the Company to recall her.

Conclusions: Watson willfully incurred a loss in earnings and is not entitled to any backpay.

159. ALICE WILLIAMS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Reinstated	5-30-55	5-30-55	Ends 5-30-55

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: While Williams' testimony is not wholly consistent in this regard, the Examiner finds that aside from working Wednesdays for Mrs. Robbins for which she was paid $4.14 per day, Williams was not looking for additional work during the backpay period. Accordingly, Williams' gross backpay will be computed on the basis of what she would have earned working for the Company 1 day a week in the backpay period.

Conclusions: Williams willfully incurred a loss of earnings during every day except Wednesdays in the backpay

period. Alice Williams is entitled to backpay as set forth in the Appendix, adjusted to reflect her willful loss of earnings. See p. 207.

160. YVONNE WOODFORK

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	5-9-55	
Reinstated	7-25-55	7-25-55	No backpay

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Woodfork testified that her last application for work before returning to the Company was the one which she made to the Company on May 9, 1955, and that her other attempts to gain employment were made before the strike was called off.

Conclusions: Woodfork has willfully incurred a loss of earnings and is not entitled to any backpay.

F. *The failure to report as requested defense (Schedule 6(e))*

1. Preliminary statement

The Company contends as to the 20 employees in this Schedule that it in one way or another sought to notify them to report for work but that with few exceptions, the employees failed to report as requested. With one exception, the Company delayed at least 3 months after the application relied upon by the General Counsel was made before attempting to get in touch with the employees. The Company excuses its delay on the grounds that it had no vacancies in the classifications of these employees until the dates of its efforts to communicate with them. Consequently, it is necessary to consider in each of these cases of the employees in this category whether the Company has sustained its burden of proof with respect to the absence of vacancies from the date of the application to the date of the alleged request to report.

2. The Company's duty to communicate to the employees the offers of reinstatement

The Company's duty under the Act, as later articulated in the Board's Order and the Court's decree, was to "offer immediate and full reinstatement" to the striking employees, upon application. In the view of the Examiner, offering reinstatement involves giving the striker employees the opportunity to decide whether or not to return to work, and an uncommunicated offer of reinstatement does not satisfy an employer's obligation to employees seeking to return to work after having been forced and on strike because of the employer's unfair labor practices. Thus, to fulfill the reinstatement obligation to returning unfair labor practice strikers the employer must communicate to the striking employee the offer and give him a chance to decide whether to accept. To establish this fact in a backpay proceeding the employer must present probative evidence showing a good-faith effort to communicate such an offer to the employee. Of course there will be situations in which the communication of such an offer to the striking employee may be difficult or impossible. In such cases, in the Examiner's opinion, the employer must show that he has taken all measures reasonably available to him to make known to the striker that he is being invited to return to work. The Examiner does not regard either the sending to a striker of an ordinary mail letter, which is not shown to have been received by him, or the telephoning of the residence of a striker and leaving a message for him, which is not shown to have been communicated to the striker, as fulfilling the employer's obligation to take all reasonable steps to see to it that his offer of reinstatement is communicated to the striker. Cf. *Monroe Feed Store*, 122 NLRB 1479, 1480-1481.

In this connection it is relevant to point out that as to all of the strikers who personally applied for reinstatement at the plant, the Company was in communication with them when they presented themselves at the plant, and that any difficulties of communication thereafter encountered were due solely to the Company's failure

promptly to reinstate them, as it was legally obligated to do. With respect to the few strikers whose only application was one made in their behalf in a union letter, proof that a letter was received by the Union offering reinstatement to such strikers would have satisfied the Company's reinstatement obligations. This is also true of all the strikers who applied for reinstatement, since the Union was their authorized bargaining representative. But at no time was any such letter sent to the Union, as Rutter admitted.

3. The Evidence Relied Upon by the Company to Show an Offer of Reinstatement and Failure to Respond

Two lists prepared by the Company are the source of much of the information upon which the Company relies with respect to the employees listed in Schedule 6(e). Rutter testified that the first list was a list prepared by the personnel clerk sometime in around May or June 1955 containing in alphabetical order the names of all the strikers named in the Union's letters of application for reinstatement. The first list was received in evidence as R-220. Rutter further testified that he used R-220 as a checklist or master list of the Company's contacts with the employees named thereon. Examination of the names on the list indicates that it includes most of those listed on the Union's letters of application and that it includes a few whose only application were personal ones, such as Ernestine Lanier, who applied at the plant on June 7, 1955.

The second list contains a listing of successive dates in the week beginning Monday, July 18, 1955, with a group of approximately seven to nine names listed under each date. This second list was received in evidence as R-219. Rutter testified that he indicated on R-220 the names of the employees to be sent letters requesting them to report for work and the dates they were to report, and gave R-220 to the personnel clerk with instructions that the designated employees be sent letters to report pursuant to his instructions. Thus, R-219 is a summary of the instructions given the personnel clerk regarding the sending of letters to the employees.

The letter which was sent out pursuant to these instructions was a mimeographed one and was dated July 15, 1965. Although by this time the Company had been served with a copy of an unfair labor practice charge alleging that its refusal to reinstate the strikers was violative of Section 8(a)(3) and (1) of the Act (the charge was filed on June 29, 1955), the Company did not keep completed copies of these letters, and they were not sent by certified or registered mail, but by ordinary mail.

The text of the letter is as follows:

> Dear Madam:
>
> Since the termination of the strike, we have been making the adjustments in our operation necessary to rehire all strikers who desire to return to work. However, in contacting the former strikers, we have found that many who applied for work are not interested in returning to work, or, for some personal reason, cannot work at this time.
>
> Accordingly, in order to assist us in rehiring strikers who want to return to work, it would be appreciated if you will contact the personnel office on ..... 1955, and advise whether you are available for work at this time. We will be able to place you on the payroll on that date, or shortly thereafter, depending on the response of this letter.

After the sending of these letters longhand notations were made on both R-219 and R-220, such as "DID NOT ANSWER LETTER" or "Called in to J. Duroux," or "Called E. J.R." The dates of making these notations do not appear. For the most part the original source material for these notations was not available. The peronnsel clerk was not called upon to testify concerning the sending of the letters. Nor was Superintendent Drake, who had made some of the notations on R-220.

Another source of information about the employees listed in Schedule 6(e), are notations on various papers in the employee's personnel folders. In some instances the notations are contained on, literaly speaking, torn scraps of paper. Only in rare instances is the date the notation was made shown. Rutter testified concerning the

identity of the person making the notation. Although in numerous cases it appears that the notation is transcribed from some other source, with few exceptions, that source material was not available. In many cases the notations were in Superintendent Drake's or the personnel clerk's handwriting, but neither was called by the Company to testify about them.

From the foregoing discussion it is apparent that much of the evidence relied upon by the Company with respect to the employees in schedule 6(e) would not have been admissible had this proceeding been conducted strictly in accordance with the rules of evidence. Particularly with respect to the question of the mailing of the letters dated July 15, 1955, is the record lacking in evidence of substantial probative value. Furthermore, in only comparatively few of the cases discussed below does the evidence relied upon by the Company purport to show that the Company reached the employee the Company was attempting to notify. In most cases, the most that the record shows is that a "card was sent," or "letter sent," "message left." The Company's obligation to take all steps reasonably necessary to reach the employees with their offers of reinstatement has been discussed above.

The absence of evidence of significant probative value establishing that the Company communicated to the employees listed in Schedule 6(e) the offers of reinstatement alleged in the Company's amended answer simplifies somewhat the Examiner's problem in ascertaining the facts regarding this phase of the case. For where an employee swears under oath that she has received no card, letter, call or message from the Company regarding reinstatement and the employee impresses the Examiner as testifying truthfully, this evidence, in the opinion of the Examiner, is entitled to greater weight than the secondhand evidence adduced by the Company relating to alleged offer of reinstatement.

4. The individual cases

161. MARION BANKS (KENNEDY)

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	5-16-55 [1]	Begins 4-14-55
Requested to report		7-19-55	Ends 3-14-57
Reinstated	3-14-57	Never reported	

Evidence adduced by the General Counsel as to interim expenses: Kennedy's testimony supports the allegations of the Specification as to her expenses for uniforms and shoes while working at Hotel Dieu and D. H. Holmes.

Evidence adduced by the parties concerning the request to report for work: Rutter testified upon the basis of R-219 and R-220 that Kennedy was sent a letter by ordinary mail prior to July 19, 1955, directing her to report to work on that date. Rutter further testified that a note in Kennedy's personnel file in the handwriting of the Company's personnel clerk indicated that Kennedy had been called in August, that a message had been left for her, and that she had not come in. Kennedy credibly testified that she neither received a letter nor a telephone call, nor any message from the Company at any time after the strike was terminated.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: With the exception of very brief intervals between jobs and with the exception of a 2-week period in 1956-2 during which she was ill, Kennedy worked throughout the backpay period.[1] Kennedy did housework for a short time, worked for two hospitals, a sewing factory for almost a year worked in

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[1] As amended at the hearing.

[1] No deduction is made for Kennedy's 2-week illness because the 6 percent deduction allows for such periods of unavailability.

the alteration department of D. H. Holmes. While employed at housework and at the hospitals, Kennedy also frequently made the rounds of the sewing factories looking for work.

Conclusions: The Company has failed to establish that it has taken the steps reasonably necessary to communicate an offer of reinstatement to Kennedy. No willful loss of earnings has been proven. Marion Banks Kennedy is entitled to backpay as set forth in the Appendix, at p. 181.

162. HELEN BENTLEY

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	8-8-55	8-8-55	Begins 8-16-55
Requested to report	9-19-55	9-19-55	Ends 9-19-55 [2]
Reinstated	No	9-18-66	

Evidence adduced by the parties concerning the request to report for work: The General Counsel stated at the hearing that the Company had mailed Bentley a card on September 19, 1955, stating that it had an opening for her and inquired if she was interested in returning to work. Bentley did not reply. The General Counsel's motion to amend the Specification in accordance with the foregoing statement was granted.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: Bentley was an experienced back pocket set and close operator. When she applied for reinstatement only returned strikers were performing this operation.

Conclusions: No willful loss of earnings has been proven. In view of the Company's obligation to retrain workers on other operations the Company's lack of va-

[2] Had Bentley accepted the offer at reinstatement, it would have been reasonable to allow her 5 days to report for work. Not having accepted the offer, the Examiner cannot accept the General Counsel's contention that Harris should receive backpay up to September 24.

cancy defense is rejected. Helen Bentley is entitled to backpay as set forth in the Appendix at p. 181.

163. BESSIE BROWN (HARRIS)

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Requested to report		7-11-55	Ends 7-18-55
Reinstatement (offered)	7-18-55		

Evidence adduced by the parties concerning the request to report for work: The Specification is drawn on the premise that Harris was offered reinstatement on July 18, 1955, a week after the date alleged in the Company's answer. Consequently the only question here is whether she was requested to report on July 11, 1955. The only testimony which the Examiner has been able to find bearing on this question is Rutter's testimony, as follows: "You see, this was a system we used if we couldn't reach them by phone. We would send a card stating that there is a job available or would soon be one available. If interested, contact the personnel office or call the factory, and it would either have Mr. Drake's name or my name, either one. And if that didn't work, and when that didn't work at this time after the strike, we then sent a letter, we made a listing and sent the letters out inviting them back. So it is possible she [Harris] was sent a card on July 11, and hearing nothing from that, she was then sent a letter with this other list of names to report on Monday, July 18, 1955." Brown is listed upon R-219 as having been sent a letter notifying her to report on July 18, 1955. Under all the circumstances, the Examiner regards Rutter's testimony as being too vague to be relied upon to support a finding of a request to Harris to report on July 11, 1955.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Harris was self-employed as a beauty operator throughout the backpay period, and the Examiner finds, in view of the General Counsel's failure to establish her expenses in any greater detail, that she netted $25 a week at this work (allowing $9 per week for booth rental and $1 per week for supplies). Harris credibly testified that she sought to obtain work at two sewing factories during the backpay period.

Conclusions: The Company has failed to prove that it communicated an offer of reinstatement to Harris on July 11, 1955. No willful loss of earnings has been proven. Bessie Brown Harris is entitled to backpay as set forth in the Appendix, which reflects Harris' adjusted net profits in her beauty shop operation. See p. 182.

164. RUTH BRUMFIELD

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Requested to report		7- -55	Ends Still accruing
Reinstated	No	Never reported	

Evidence adduced by the parties concerning the request to report for work: Rutter testified on the basis of R-219 and R-220 that Brumfield was sent a letter to report for work on Tuesday, July 19, 1955. Rutter testified variously about conversations with Brumfield after she had filed her application for reinstatement. At one point he testified that he talked with Brumfield and her sister, Geraldine Merridith, and that "they both told us when we talked to them that they had fought a hard fight. They were for the Union. They had lost their strike, and just couldn't come back, couldn't face the others." Later on Rutter testified that he talked with both Brumfield and Merridith and was told by them that they were operating a home laundry and that they were not interested in going back to work for the Company.[1] Brumfield denied receiving any letters, post cards, telephone calls, telegrams, mes-

sages or any communications from the Company after applying for reinstatement. It appears that Rutter's recollection of his telephone conversations with Brumfield is not altogether clear. His first two accounts do not jibe with one another. Rutter's testimony regarding the reasons given by Brumfield's sister, Merridith, for not returning to work is inconsistent with the information in the Company's files about Merridith's call to Superintendent Drake. The Examiner concludes that Rutter was confused about his conversations with Brumfield and Merridith after the strike, and that Brumfield's testimony is entitled to credit.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Brumfield did laundry work for others, mostly in her own home, throughout the backpay period. She did not look for other work during this time. Brumfield did all the laundry work she could obtain but this did not keep her occupied full time. During 1957-1 and 1957-2 when her home laundry work was quite slack, Brumfield did housework for a little over 3 months, in addition to doing home laundry work on her days off. The Examiner finds that Brumfield's interim earnings for 1957-1, should be computed on the basis of $20 per week (housework) plus $7.50 per week (home laundry). For the period ending April 13, 1957 in 1957-2, Brumfield should be credited with interim earnings at the rate of $20 plus $7.50 per week. The rest of 1957-2 shall be computed as set forth in the Specification, i.e., at $15 per week. The remainder of the quarters were also recomputed to the 13-week basis at $15 per week in order to match the change in gross backpay.

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[1] Still later on Rutter testified regarding Merridith that there was a penciled notation in her file stating that Merridith had called in on July 12 and had told Superintendent Drake that she had a job in a baby clothes shop making over $30 a week and was not interested in returning to the Company.

Conclusions: The Company has failed to establish that it has taken the steps reasonably necessary to communicate an offer of reinstatement to Brumfield. No willful loss of earnings has been proven. Brumfield is entitled to backpay on the basis set forth in the Appendix, which reflects the modifications found above with respect to 1957-1 and 1957-2. See p. 183.

165. MIRIAM CHERI

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	5-3-55	5-3-55	Begins 5-11-55
Requested to report		3-29-56	Ends Still accruing [1]
Reinstated	No	Never reported	

Evidence adduced by the parties concerning the request to report for work: Rutter testified that there was a notation in the file that Cheri was sent a card on March 29, 1956, stating that the Company had, or would have shortly, an opening, and to please contact the personnel office immediately. Rutter further testified that the Company "had no results" from this card. Cheri credibly testified that she never received a card, letter, or telephone call from the Company after she applied for reinstatement and that she had not been contacted by the Company in any other way.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Cheri obtained a job at Seg-Mar in July 1955 and was still working for Seg-Mar at the time of the hearing. Cheri credibly testified about her efforts to gain employment in 1952-2. These included visits to a bag factory, a cookie factory, and numerous other places. In February and March of 1960

[1] The record indicates that Cheri turned down an offer of reinstatement made during the hearing.

Cheri took 2 months off from work at Seg-Mar to take care of her sick sister. These 2 months will be excluded from the backpay period.

Conclusions: The Company has failed to establish that it has taken the steps reasonably necessary to communicate an offer of reinstatement to Cheri. No willful loss of earnings has been proven. Cheri is entitled to backpay as set forth in the Appendix, which reflects the adjustment stated above for 1960-1. See p. 184.[1]

166. LILLIE CLEMENTS

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U).	5-15-55	Begins 4-14-55
Requested to report		7-19-55	Ends 3-29-56
Reinstated	3-29-56	3-29-56	

Evidence adduced by the parties concerning the request to report for work: Rutter testified upon the basis of R-219 and R-220 that Clements was sent a letter by ordinary mail prior to July 19, 1955, directing her to report for work on that date. Rutter was unable to state the date upon which this letter was sent. Clements credibly testified that she had never received any word from the Company to return to work until her other received a telephone call in March of 1956, at which time she went back to work.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings. Although Clements had a very poor memory about specific places she looked for work during the backpay period, she insisted that she had unsuccessfully looked for work throughout

[1] Because of the change to the calendar quarter method of computation Cheri is entitled to backpay for 1955-4 and 1959-4 which is not stated in the Specification.

the backpay period. No countervailing evidence was offered.

Conclusions: The Company has failed to establish that it has taken the steps reasonably necessary to communicate an offer of reinstatement to Clements. No willful loss of earnings has been proven. Clements is entitled to backpay as set forth in the Appendix at p. 185.

167. ALICE DENLEY (GABRIEL)

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	7-25-55	7-25-55 [1]	Begins 8-5-55
Requested to report		4-3-56	Ends Still accruing
Reinstated	No	Never reported	

Evidence adduced by the parties concerning the requests to report for work: Rutter testified that a note in the handwriting of the Company's personnel clerk on the top of Gabriel's application dated July 25, 1955, indicated that Gabriel had been sent a post card on April 3, 1956, stating as follows: "We have now or will have very shortly an opening [at] the plant. If you wish to work at Rutter-Rex, please contact the personnel officer immediately. Valley 2484." Gabriel credibly testified that at no time after the strike did she ever receive a post card or any other notification from the Company to return to work. Although it appears that there was no mail service to 1726 Lemanche Street, the address given by Gabriel in her July 25, 1955, application, Gabriel credibly testified, in effect, that Lemanche Street mail was forwarded by the post office to her aunt's home at 1738 Caffin Avenue.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: Rutter testified that Gabriel was a learner and because

[1] The Company's amended answer originally gave May 25, 1955, as the date of Gabriel's application. At the hearing the Company's motion to amend its amended answer to show the July 25, 1955 application was granted.

of the fact that the Company gave preference to senior employes, and opening did not become available until April 1956. Gabriel's application stated that she was applying for work as a serger, which was her operation before the strike. The record fails to disclose the identity of the operators performing serging work at the time Gabriel applied in July 1955.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Gabriel was employed during much of the backpay period. Gabriel's testimony shows that when out of work she was registered for employment with the State Employment Service and that she made an adequate search for work in all quarters for which a backpay claim is asserted by the General Counsel.

Conclusions: The Company has failed to establish that it has taken the steps reasonably necessary to communicate an offer of reinstatement to Gabriel. In view of the Company's obligation to retrain returning strikers on new operations, the Company's explanation for its delay in offering Gabriel reinstatement is rejected. No willful loss of earnings has been proven. At the hearing the Examiner granted the General Counsel's motion to amend the Specification to eliminate all claim for the following periods: 1957-3, 1957-4, 1958-1, 1958-2, 1960-4 from November 1 on, 1961-1, and 1961-2 up to May 31. Gabriel is entitled to backpay as set forth in the Appendix, which reflects the adjustments stated above. See p. 187.

168. MINNIE FERNANDEZ

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Requested to report		1956	Ends Still accruing
Reinstated	No.	Did not report until 10-18-60 [1]	

[1] No evidence was offered by the Company in support of this allegation. Fernandez testified that she did not return to work at any time after the strike.

Evidence adduced by the parties concerning the request to report for work: Rutter's testimony as to the alleged offer to Fernandez is as follows:

> On Respondent's Exhibit 219, Minnie Mae was sent a letter to report on Wednesday, July 20, 1955. There is a further notation in my handwriting that she came in on that date. Her file contains a handwritten notation in Mr. Drake's handwriting that she was called in July 20, 1955, came in and was apparently not used because others in line did not arrive. Has been sent for since but did not return. There is an additional notation that she was sent a letter on July 20 and sent cards in 1956 to which she did not respond.

To the Examiner's question whether there was a separate notation for each card, Rutter replied, "A separate notation, excuse me. That's in the handwriting of the personnel office clerk . . . . Schwab." When asked about dates of the notations, Rutter testified "I read you whatever was on there." The documents from which Rutter was reading were not introduced into evidence. Fernandez testified that she received a card one of the years, either 1955 or 1956, but that she could not remember which year it was. It was not brought out at the hearing whether Fernandez was referring to the occasion in 1955 on which she reported at the plant and was sent home again, or whether this was a second request to report which she received. The implication from Fernandez' testimony as a whole is that she received but one request to report to which she responded to by going to the plant. In view of the fact that it was the Company's burden to prove that Fernandez was requested to report in 1956, and that it failed to clarify Fernandez' testimony about the card which she received, and that the evidence relied upon to show the alleged 1956 request is Rutter's vague hearsay unsupported by any documentary evidence in the record, the Examiner concludes that the Company has not sustained its burden of proof with respect to the alleged 1956 request to Fernandez to report for work.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: Rutter testified that Fernandez was on operation bar tack pants and that when she applied in April 1955 there were "no new hires" on this operation.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: From May 30, 1955, until September 23, 1955, Fernandez did housework an average of 2 half days a week for which she received $3.14 per half day.[1] Fernandez' interim earnings will be adjusted upwards to reflect an additional half day's work a week at $3.14 per week. Fernandez was registered with the State Employment Service during almost all of this period. From September 23, 1955, until November 29, 1958, Fernandez worked for E. H. Blum and its successor the Shreveport Garment Co. From December 1, 1958, until Fernandez obtained a job with B. F. Davis Garment Co. early in April of 1959, Fernandez stayed home taking care of her deceased daughter's children.[2] The gross backpay for 1958-4 will be adjusted downward to eliminate all claim for December 1958. Due to the change to the calendar quarter method of computation, Fernandez is entitled to backpay for 1959-4. Fernandez testified that she worked for Louisiana Garment until July 11, 1960, at which time she had to go to a hospital to have an operation and was not ready to go back to work until October 1960. A Social Security report received after the issuance of the Specification reflects earnings of $92.10 at Louisiana Garment in 1960-3. Since Fernandez' gross backpay for the first 2 weeks in 1960-3 would only have been $50.06, Fernandez is not entitled to any backpay for 1960-3. No claim is made for 1960-4, 1961-1 and 1961-2.

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[1] Fernandez' exact testimony is as follows: "I worked Mondays and Wednesdays and Saturdays, some weeks. But all of the weeks I didn't work all through the week."

[2] While Fernandez testified that she remained at home until August 1959, the Social Security records reflect the earnings of $262.58 in 1959-2 as compared with $262.25 in 1959-3, when she was working as full time as was available at Louisiana Garment. For this reason the Examiner concludes that Fernandez was in error in her testimony that she stayed home until August.

Conclusions: The Company has failed to establish by competent evidence of probative value that it requested Fernandez to report for work in 1956. In view of the Company's obligation to retrain returning strikers on new operations, the Company's contention regarding the lack of a vacancy for Fernandez until 1956 is rejected. No willful loss of earnings has been proven. Fernandez is entitled to backpay as set forth in the Appendix at p. 188.

169. DOROTHY GREEN

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Requested to report		7-13-55	Ends 12-5-56
Reinstated	12-5-56	12-5-56	

Evidence adduced by the parties concerning the request to report for work: Rutter testified about an undated torn slip of paper which was attached to Green's April 18, 1955, application. It stated, in the personnel clerk's handwriting, in part, as follows: "Dorothy Green—called several times on July 13—no answer—called several times on July 14—still no answer (sent letter)." Rutter gave further testimony based on R-219 and R-220 about Green's being sent a letter to report on July 18, 1955, and that she did not answer the letter. Green credibly testified that her only contact with the Company after her application in April 1955 occurred in December 1956 and after this conversation with a fellow employee who inquired of Superintendent Drake about Green's returning to work, Green was put back on her old operation.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Although Green was unsuccessful in her efforts to obtain work during the backpay period, she credibly testified as to her efforts in

each quarter during the backpay period. Her efforts included visits to various sewing factories, department stores, a drug store, a bar, hotels and Charity Hospital.

Conclusions: The Company has failed to establish that it took the steps reasonably necessary to communicate an offer or reinstatement to Green in July 1955. The Company has failed to show a lack of a vacancy for Green at the time of her application in April 1955. No willful loss of earnings has been proven. Dorothy Green is entitled to backpay as set forth in the Appendix at p. 191.

170. MARGUERITE HEAD

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Requested to report		7-18-55	Ends 5-15-55
Reinstatement (offered)	5-15-55 [1]	Never reported	

Evidence adduced by the parties concerning the request to report for work: The General Counsel in effect concedes that an offer of reinstatement was made at least by July 18, 1955, and that it was refused.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Commencing about a week after she applied for reinstatement at the

[1] Ruling was reserved on the General Counsel's motion to extend the backpay period to July 18, 1955, the date upon which the Company alleges an offer of reinstatement was made. The General Counsel had the Company's records under scrutiny for many years prior to the issuance of the Specification in 1961. No explanation has been given for the General Counsel's not being aware of the facts regarding Head's reinstatement at the time of the issuance of the Specification. Consistent with the Examiner's rulings with respect to such matters throughout this proceeding, the General Counsel's motion to amend is denied.

Company's plant, Head looked for other work, but she could not name the specific places where she applied.

Conclusions: The Company requested Head to report for work on July 18, 1955, and she refused. The Company has failed to establish the absence of a vacancy for Head up until the July 18 offer. No willful loss of earnings has been proven. Marguerite Head is entitled to backpay as set forth in the Appendix at p. 193.

171. VICTORIA HENDERSON

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-8-55 (U.)	5-17-55	Begins 4-19-55
Requested to report		7-20-55	Ends Still accruing [1]
Reinstated	No	Never reported	

Evidence adduced by the parties concerning the request to report for work: Rutter testified upon the basis of R-219 and R-220 that Henderson was sent a mimeographed letter to report for work on July 20, 1955, and that she did not answer the letter. Henderson credibly testified that after applying at the Company she never received a card, a letter, or call from the Company, "absolutely nothing."

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Not long after applying for reinstatement at the Company, Henderson obtained a job at Seg-Mar which she held with few interruptions up until 1961-1. Henderson was laid off twice during this period, during which she was drawing unemployment compensation (except for a brief period during which she worked for Blum's upon a referral from the State Employment Service). During her periods of

[1] The record indicates that during the hearing, on May 21, 1963, the Company mailed an offer of reinstatement to Victoria Henderson and that no response was received.

layoff, Henderson also looked for work on her own initiative, and answered ads for houseworkers, but was not hired. While working at Seg-Mar, Henderson became ill about June 30, 1959, and did not go back to work until the first of the following year. The Specification makes no claim for 1959-3 because of this illness. The claim for 1959-4 should also be eliminated for this same reason, as the General Counsel recommends in his brief. In the latter part of 1961-1 Henderson was again laid off by Seg-Mar and drew unemployment compensation during 1961-2. Henderson credibly testified that she was looking for work during this period but was unsuccessful in this regard.

Conclusions: The Company has failed to establish that it has taken the steps reasonably necessary to communicate an offer of reinstatement to Henderson. The lack of a vacancy in Henderson's operation has not been shown. No willful loss of earnings has been proven. Henderson is entitled to backpay on the basis set forth in the Appendix, which reflects the elimination of the claim for 1959-4. See p. 193.

172. LOUISE JACKSON

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-22-55 (U.)	5-25-55	Begins 5-3-55
Requested to report		8-55	Ends Still accruing
Reinstated	No	Never reported	

Evidence adduced by the parties concerning the request to report for work: Jackson testified that she received a letter after she applied for reinstatement requesting her to communicate with the Company about returning to work. At that time Jackson called her foreman, John Duroux, and told him that she had recently accepted a job doing domestic work, that her employers had just left on a 2 weeks' vacation, and that she could not return to the plant for 2 weeks. Duroux instructed her to call him when she was ready to return. Two weeks later when

Jackson did so, Duroux told her that he did not have an opening then and to call him back later. When she called Duroux again, Jackson was given the same message, to try again, later on. Duroux was unable to recall any conversations with Jackson after the strike.

Rutter testified, upon the basis of the "records" discussed above, that Jackson was sent a letter to report to work on July 21, 1955, that, according to a notation in his handwriting, she called in and wanted to come in on July 22 and that the record contained the further notation in his handwriting, "did not answer letter." Rutter did not testify as to which of his notations was made first. Rutter also testified concerning a slip of paper in Jackson's file concerning the following notation in the handwriting of the Company's personnel clerk, "Louise Jackson, J. Dureaux called on numerous occasions and she didn't come in, . . . 8-55." R-220 contains the following notation: "Called J. Drake told him she is taking care of house for some people in Miami and cannot return for several weeks. J.D." As indicated above, it was stipulated that Johanna Schwab Hurley, the Company's personnel clerk, and Superintendent John Drake had no recollection of the incident or conversations testified to by the employees in this case and that consequently, they would be unable either to admit or to deny that they took place.

While the record is not at all clear concerning the timing and the sequence of events commencing with the sending of a letter to Jackson and her telephone calls to the Company, the Examiner finds, in view of the notation on R-220 and Jackson's testimony, that Jackson informed the Company in August 1955, the date alleged in the amended answer, that she was unable to return to work immediately because of her commitment to her absent employers, that she requested 2 weeks' time in which to return, and that thereafter she repeatedly called the Company regarding her return, but was told there were no openings.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: With the exception of 1955-2, 1956-2, and 1956-3, Jackson worked throughout the backpay period, and for eight of the quarters involved, Jackson held both daytime and nighttime jobs. Jackson did housework by day and nurse's aide work at night. Jackson's recollection of the dates when she looked for work was very uncertain, but she did name a number of sewing factories at which she applied for work during the backpay period. In view of Jackson's work record as a whole and the fact that there is no showing to the contrary, the Examiner finds that Jackson's search for work was conducted in periods of unemployment rather than while she was working full time.

The record shows that for reasons of her own, Jackson quit her full-time job doing housework for Mrs. Natasi on March 30, 1956. She received $21 per week for this work. Since it has been found that Jackson was looking for work in 1956-2 and 1956-3, the Examiner finds, in accordance with the Board's usual procedure in such situations [1] and in accordance with the request made in the General Counsel's brief, that Jackson should be credited with interim earnings during 1956-2, 1956-3, and the first 5 weeks of 1956-4 (the part during which she was unemployed) with earnings at the rate of $21 per week. The Specification inadvertently omits backpay for 1958-2, which is included in the Appendix.

The Examiner sustains the position of the General Counsel that Jackson's nighttime earnings as a nurse's aide are not deductible as interim earnings.[2]

Conclusions: In view of the fact that the Company delayed at least 3 months in offering Jackson reinstatement, Jackson was entitled to fulfill the commitments which she had made to the Nastasis in an effort to mitigate damages. The Company has not fulfilled its reinstatement obligation to Jackson by holding its offer to her open but for a few days. Accordingly, the Company's principal defense in Jackson's case is rejected. The Company has failed to show a lack of a vacancy for Jackson

[1] *Mastro Plastics Corp.*, 136 NLRB 1342, 1352.

[2] See note 1, p. 77, *supra.*

in the period before the initial request to report in August. No willful loss of earnings has been proven. Louise Jackson is entitled to backpay on the basis set forth in the Appendix, which reflects to the adjustments for 1956-2, 1956-3, and 1956-4 mentioned above. See p. 194.

173. GERALDINE MERRIDITH

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Requested to report		7-18-55	Ends 7-18-55
Reinstated	No	Never reported	

Evidence adduced by the parties concerning the request to report for work: The parties stipulated at the hearing that the claim of Merridith be striken, except for the period from April 5, 1955, to July 18, 1955.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: The parties stipulated at the hearing with regard to Merridith that the Company would raise only the specific defenses pleaded in its answer.

Conclusions: This case presents no question either as to the request to report for work or the willful losses issue. Geraldine Merridith is entitled to backpay as set forth in the Appendix at p. 199.

174. ADELE NASH (HALL)

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-21-55	Begins 4-14-55
Requested to report		4-28-55	Ends Still accruing [1]
Reinstated	No	Never reported	

[1] Hall was offered reinstatement during the hearing. She accepted.

Evidence adduced by the parties concerning the request to report for work: Rutter testified regarding a handwritten notation made by the personnel cleark, which was not introduced into evidence, as follows: "Notation here, 4-28-55 covering . . . Adele Nash, notation left message." Rutter further testified as to a notation on the bottom of Hall's April 21, 1955, application in Superintendent Drake's handwriting as follows: "Called in and told she could not come in now. Called again and she said to forget about her. That is approximately May 1, 1955." Rutter also testified about a personal conversation with Hall, as follows: "I called Adele Nash. Nash called, who was an experienced warehouse worker and order pulling and packing, and she related to me the same thing she related to Mr. Duroux when he contacted her. This was shortly after her application that even though she put in an application she had a job. She was a nurse for some lovely people, and she wasn't interested in returning to work, and the fact that the warehouse had since moved its operation from Delachaise Street around where she lived clear across town to Dauphine Street just made it impractical for her to use this job."

The Company introduced into evidence a mimeographed letter sent to Hall on May 2, 1955 (which is shortly after her April 21, 1955, personal application), which stated as follows:

> Madam:
>
> Your application is being processed. There may be some delay in making work assignment because of the large number of people we have to fit into a balanced operation. We will call you just as soon as your assignment is ready.

Duroux, the foreman at the warehouse, testified concerning a conversation with Hall after the strike as follows: "Well, I can't remember the date or the circumstances but I do remember talking to her, because at the time I did talk to her she advised me that she was working as a nurse, I believe it was either a nurse or something." When asked whether Hall had told him anything with regard to whether she was able to return to the

plant, Duroux replied, "I don't remember her saying anything along those lines."

Rutter also gave testimony about a subsequent request to Hall to report for work. Upon the basis of R-219, Rutter testified that Hall was sent a letter to report on Thursday, July 21, and that he noted on R-219 that Hall did not answer the letter.

Hall testified that she received one letter from the Company, the one above quoted mailed on May 2, 1955, stating that there would be a delay in making work assignments, and that she could not recall receiving another letter. Hall further testified that she received a message to call the plant and that when she did she was told it would be all right for her to come in the following Monday. When Hall went to the plant at that time, according to her testimony, she was told she would have to see Mr. Rutter, that he had left the plant, and that she would be called when Rutter could see her. Hall testified that she never received such a call, and was not reinstated although she went back to the plant twice after her original personal application. In view of the confused state of the record regarding the alleged April 28, 1955, request to report—the inconsistency between the testimony concerning this alleged request to report and the Company's sending Hall a letter almost simultaneously stating that there would be a delay in making her work assignment—and in view of Hall's testimony of the contrary, the Examiner finds that the Company has failed to sustain its burden of proof regarding this defense.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: With the exception of a short period between jobs in 1955-3, Hall was employed in private homes taking care of children and doing housework throughout the backpay period. Hall credibly testified that she was always trying to advance herself by seeking jobs or better employment, including times when she was already employed.

Conclusions: The Company has failed to establish that it has taken the steps reasonably necessary to communicate offers of reinstatement to Hall either on April 28, 1955, as alleged in the amended answer, or on July 21, 1955, as indicated in Rutter's testimony. No lack of vacancy for Hall has been shown. No willful loss of earnings has been proven. Adele Nash Hall is entitled to backpay as set forth in the Appendix at p. 200.

175. MILDRED PROCTOR

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-15-55	4-15-55 (originally) 9-12-55 (as amended)	Begins 4-25-55
Requested to report		3-29-56	Ends 4-3-56
Reinstated	4-3-56	4-3-56	

Evidence adduced by the parties concerning Proctor's application for reinstatement: It appearing that the Company may have made an inadvertent error in interpreting applications from Proctor in its files, the Examiner permitted this issue to be litigated at the hearing although the Company's amended answer admitted the application date of April 15, 1955, which was stated in the Specification. The confusion arose out of the fact that the Company had several applications from Proctor in its files, one dated September 12, 1955, another dated April 3, 1956, another dated simply "April." The Company contends that this application was submitted after 1955, and bases contention mainly on the fact that in this application Proctor stated that the ages of her children were 17, 18, and 20 whereas in the April 3, 1956, application Proctor had stated their ages as 16, 17, and 18. When questioned about this discrepancy, Proctor testified as follows: "As the ages of the children, I have two sons who used to work there and they were under age, they shouldn't have been working, and that's probably why I put this. When they filled the application, well, I made them fill it, you know, older than what they was so they could get jobs." When asked whether she had deliberately stated her chil-

dren's ages incorrectly, Proctor replied, "Well, yes, well, the kids needed a job."

Proctor further testified that it was "maybe about three months" that she drew unemployment compensation after being laid off by Foster Awning Co. before she filled out an application at the plant. From the amount of earnings shown by the Social Security records from Foster it appears that Proctor was laid off by Foster in January or very early in February at the latest. Three months later would place the application as being made in April 1955.

The application itself contains indications that the year in which it was submitted was 1955. There is a notation on the application in the space for listing present and past employment "worked here last year." Below this appears, apparently in the handwriting of Superintendent Drake, "Dated left month ..... Yr. *54* Reason left *Strike.* Below this appears, also apparently in the handwriting of Superintendent Drake, "*Employer Foster Awning.* Type of work *Sewing rings in tents.* Date left month *3 mos.* Yr. ..... Reason left *contract ran out*". The foregoing notation is consistent with an April 1955 application and inconsistent with a later application because by 1956, Proctor had again worked for Foster Awning and had been employed a total of 6 to 8 months. In the date of birth portion of the application Proctor had written in "Nov. 25, 1955" which also suggests that it was in 1955 that Proctor's application was filed.

While Proctor had a very poor memory and there are indications in Proctor's statement, R-113, which tend to support the Company's position, the Examiner concludes under all the circumstances of the case, including the fact that the Company originally admitted that Proctor had applied in April 1955, that the General Counsel has sustained his burden of proof with respect to Proctor's April 15, 1955, application.[1]

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[1] The Examiner finds that Proctor truthfully explained the overstatement of her children's ages in the "April" application. Proctor impressed the Examiner as not having anywhere near the mental altertness to be able to concoct such an explanation on the spur of the moment.

Evidence adduced by the parties concerning the request to report for work: Their is no controversay about this issue.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: With the exception of 1955-2 and a few days in 1956-2, Proctor had earnings in each of the quarters in the backpay period. In her periods of unemployment, Proctor was drawing unemployment compensation part of the time. Proctor testified generally as to her efforts to gain employment but was very uncertain as to when she had applied at the various factories which she named.

Conclusions: The General Counsel has sustained his burden of proof with respect to Proctor's April 15, 1955, application. The Company has failed to establish the lack of a vacancy for Proctor. No willful loss of earnings has been proven. Mildred Proctor is entitled to backpay as set forth in the Appendix at p. 201.

176. ISABELLE RECASNER

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)[1]	7-24-55	Begins 4-14-55
Requested to report		12-28-55	Ends 1-2-56
Reinstated	No	Never reported	

[1] At the hearing the Company was permitted, over the objections of the General Counsel, to adduce evidence suggesting that in view of the fact that the union application listed Recasner under her married name of Recasner, rather than Jenkins, by which name she was known to the Company prior to the strike, that the union letter of April 5, 1955, be deemed not valid as to her. While, as R-220 indicates, this listing did cause the Company some confusion, it also appears from R-220 that the Company at some unstated time was able to straighten the matter out. It appears further that there was only one other striker having a similar first name, that Recasner had worked for the Company for 5 years before the strike, and that she had informed the Company about the time of her marriage of

Evidence adduced by the parties concerning the request to report for work: Recasner's application dated July 24, 1955, contains at the top the following notations in the personnel clerk's handwriting: "Called 12-28-55—asked if she wanted to work, said she would let us know. 12-29-55—baby sick. Called 2-10-56 left message for her to come in—called 2-13-56 someone said she had a job and didn't want to quit." Recasner testified that "it must have been in the first of the year, maybe January that she spoke to Mr. Rutter and told him that she did not wish to return because she was working at B. F. Davis. The Social Security records indicate that Recasner had been working for B. F. Davis for over 2 months at this time. The General Counsel's contention that Recasner should receive backpay until February 10 or 13, 1956, is rejected.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None. Rutter testified that two replacements were working on Recasner's operation—fly stitch—when Recasner applied for reinstatement.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings. Recasner was unemployed up until she obtained the job at B. F. Davis, which she still held at the time of the hearing. However, Recasner credibly testified that she was regularly looking for work and named various sewing factories and other establishments where she applied for work before she got the job at B. F. Davis.

Conclusions: The Company has sustained its burden of proof regarding an offer of reinstatement made to Recasner on December 28, 1955. The Company's defense that it had no vacancy for Recasner up until December 28, 1955, is refuted by Rutter's testimony that two replacements were working on Recasner's operation when she applied. No willful loss of earnings has been proven.

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her married name. In view of these facts, the Examiner finds that the Company had means of ascertaining the identity of Recasner, and accordingly rejects the Company's contention that reliance should not be placed on the Union's April 5, 1955, letter of application in this case.

Isabelle Jenkins Recasner is entitled to backpay up to January 2, 1956, as set forth in the Appendix at p. 202.[1]

177. FANNIE WATFORD

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-19-55	Begins 4-14-55
Requested to report		8-3-55	Ends Still accruing
Reinstated	No	12-4-61	

Evidence adduced by the parties concerning the request to report for work: Rutter testified that a notation in the personnel clerk's handwriting on a slip of paper which was attached to her application dated April 19, 1955, reads: "Fannie Watford sent letter, 8-3-55, for her to enter on 8-5-55." Watford credibly testified that after the strike she received no telephone calls, letters, or communications of any kind from the Company requesting her to report for work.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Watford testified that at the end of the strike she was doing housework 2 days a week and was looking elsewhere during this period because she needed work. Watford named a number of sewing factories and other establishments at which she sought work during this period. Watford continued in this fashion until the beginning of 1955-4, when she ceased working because of pregnancy. Watford did not look for work during 1956-1 and 1956-2 because of her desire to take care of her new baby and her older child. No backpay will be allowed for these two quarters. In 1956-3 Watford looked for work at various sewing factories.

[1] Although the Specification inadvertently failed so to allege, Recasner is entitled to backpay for 1955-4, a quarter during which she had substantial interim earnings.

Early in 1954-4 obtained a job as a seamstress in a dye house which she kept until the latter part of February 1957, when she quit because of pregnancy. No further backpay is claimed in the period covered by the Specification.

Conclusions: The Company has not established that it took the steps reasonably necessary to communicate an offer of reinstatement to Watford on August 3, 1955. The Company has failed to show the lack of a vacancy for Watford prior to August 3, 1955. No willful loss of earnings has been proven. Fannie Watford is entitled to backpay as set forth in the Appendix, which reflects the adjustments stated above. See p. 206.

178. BEATRICE WHITE (LANE)

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-20-55	Begins 4-14-55
Requested to report		7-22-55	Ends Still accruing [1]
Reinstated	No	Never reported	

Evidence adduced by the parties concerning the request to report for work: Rutter testified that R-219 showed that Lane was sent a letter to report to work on Friday, July 22, 1955, and that it contained a notation in Rutter's handwriting that she "did not answer letter." Lane at first testified that she did not recall receiving any cards, letters, or calls from the Company after applying for reinstatement. However, later on when shown a letter which she apparently had furnished the General Counsel, she recalled receiving a letter postmarked May 2, 1955, stating that there would be a delay in making her work assignment. The Examiner does not regard Lane's testimony in this respect as establishing Lane's unreliability. One would be much more likely to remember receiving a letter offering reinstatement than one containing no such

[1] The record in this case shows that Lane accepted an offer of reinstatement made during the hearing in this case.

offer. Under all the circumstances, including the sketchy nature of the proof offered concerning the sending of the July 1955 letters, the Examiner finds that Lane did not receive a letter in July 1955 offering her reinstatement.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Lane had some employment in each quarter during the backpay period up to the beginning of 1957-1 when she ceased looking for work because of pregnancy. While Lane had a very poor recollection as to the dates when she sought employment during her intervals of unemployment, the Examiner is persuaded that she registered for employment with the State Employment Service and also independently looked for work during these periods prior to 1957-1. At the hearing the Specification was amended to eliminate any deductions for pregnancy in 1956 and to add $334.23 in earnings from Louisiana Industrial Life Insurance Company for 1956-1.[1] Lane did not seek work during 1957 at all because of her pregnancy and the birth of her child in August. As the Examiner construes Lane's testimony, she did not look for work outside the home after the birth of her second child in August 1957. Throughout the remainder of the backpay period, which for unexplained reasons does not include the years 1959 and 1960, Lane did sewing at home so as to be able to take care of her children. Lane netted an average of $10 a week doing this sewing at home. The Examiner concludes that Lane failed to earn more because she desired to stay home to take care of her children. In this sense Lane willfully incurred a partial loss of earnings, and for this reason the Examiner concludes that Lane's gross backpay from 1958-1 on should be computed upon the basis of what she would have earned working 2 days a week for the Company.

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[1] While Lane quit her job as a debit agent for Louisiana Life early in 1956-2 because that Company cut her original compensation more than in half, this is not regarded as incurring a willful loss in earnings because of the substantial extent of the reduction in Lane's pay.

Conclusions: The Company has failed to establish that it took the steps reasonably necessary to communicate an offer of reinstatement to Lane on July 22, 1955. The Company has failed to show the lack of a vacancy for Lane. The Company has proven that Lane willfully incurred a partial loss of earnings commencing at the beginning of 1958-1, and her backpay will be reduced as indicated above. No other willful loss of earnings has been proven. Lane is entitled to backpay as set forth in the Appendix, which reflects the adjustments stated above. See p.

179. ESTELLA WOODRIDGE

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-15-55	Unknown 9-2-55 (Exh. C)	Begins 9-29-55
Requested to report		Date of attempted contact unknown	Ends 1-8-58
Reinstated	1-8-58		

Evidence adduced by the parties concerning Woodridge's application for reinstatement: The Company produced an R-44, application of Woodridge dated "Sept. 22." In view of the admission contained in Exh. C of the Company's amended answer that Woodridge filed an application on September 2, 1955, the Examiner finds that the year Woodridge filed R-44 was 1955. In his brief, the General Counsel concedes that Woodridge's first application for reinstatement was made on September 22, 1955.

Evidence adduced by the parties concerning the request to report for work: Rutter testified as to the following notation in Superintendent Drake's handwriting in Woodridge's personnel file. "692, Estella Woodridge, sent for but was out of town." Rutter further testified that there was no date as to when she was sent for but that she was not on the Union list. Rutter also testified that he personally went to her apartment at some unstated time after the strike was called off in an effort to get her to return to work, but she was not there, and that nobody

knew of her. The record shows that Woodridge was still living at the address given in her 1955 application in 1958 at which time she received a card from the Company about returning to work.

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: Rutter testified that before the strike Woodridge was operating a single pocket pressing machine and that there were several other machines used for pocket pressing. After the strike one operator was handling all of the pocket pressing. Rutter did not disclose who was doing the pocket pressing after the strike. Rutter's testimony indicates that Woodridge was a skilled worker whose services might readily be utilized.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Woodridge was an elderly appearing woman, 59 years old at the time of the hearing in 1963. Except for $8 earned doing pressing, she had no earnings during the approximately 2 years' backpay period. Woodridge could not state with any degree of accuracy when she looked for work after the strike was called off. She did name several sewing factories where she applied after the strike. Woodridge also testified as to her efforts at unstated times during the backpay period to obtain housework. A number of times she answered ads in the paper for houseworkers. Woodridge related that she was turned down because she had no housework references (Woodridge had worked for the Company for 12 to 13 years prior to the strike.) Woodridge's testimony as a whole indicates that she lived in more or less straightened circumstances and that she needed work. There is no evidence showing any disinclination to work on Woodridge's part.

Conclusions: The Company has failed to establish that it took the steps reasonably necessary to communicate to Woodridge an offer of reinstatement after she applied at the Company in September 1955. The Company has not shown the absence of a vacancy for Woodridge at any time. No willful loss of earnings has been proven. Estelle Woodridge is entitled to backpay as set forth in the Ap-

pendix, which reflects the deduction of $8 in 1955-4 for earnings made doing pressing work. See p. 207.

180. AUDREY ZENO

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	Begins 4-14-55
Requested to report		7-12-55	Ends 6-9-55
Reinstatement (offered)	6-9-55 [1]	Never reported	

Evidence adduced by the parties concerning the request to report for work: Attached to Zeno's April 15, 1955, application form is a slip of paper stating as follows: "Audrey Zeno—7-22-55—did not answer letter."

Specific evidence adduced by the Company as to the lack of a vacancy prior to the alleged request to report: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Commencing on June 4, 1955, Zeno worked steadily for the New Orleans Laundry. Zeno credibly testified that she was looking for work prior to that time and after the strike's end.

Conclusions: The Company has failed to show the lack of a vacancy for Zeno. No willful loss of earnings has been proven. Zeno is entitled to backpay as set forth in the Appendix at p. 207.

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[1] According to the General Counsel, the date June 9, 1955, was included in the Specification as the date on which Zeno was offered reinstatement because the General Counsel's information at the time the Specification was issued was that this was the fact. In view of the evidence discussed in the following paragraph concerning the Company's July 22, 1955, request to report for work, the General Counsel in his brief moved to enlarge the backpay period from April 14, 1955, to June 9, 1955, as alleged in the Specification to form April 14, 1955, to July 22, 1955. Sufficient justification therefore not having been shown, the General Counsel's motion is hereby denied.

G. *The "not interested" or "not available" defense (Schedule 6(f))*

1. General discussion

Because of the Examiner's disposition of other aspects of the cases of two of the four employes listed in Schedule 6(f), the Examiner did not reach the Company's defense in these cases. Of the other two employees in this category the Examiner has in effect sustained the Company's defense that she was not available in one case and has rejected it in another.

2. The individual cases

181. ROSE CAMPBELL

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	5-18-55	3-9-56 (Exh. C)	Begins 3-19-56
Reinstatement (offered)	4-15-56		Ends 4-15-56

Evidence adduced by the parties regarding Campbell's application for reinstatement: The Company produced an employment application from Campbell dated "3/56." Campbell testified that when she applied for reinstatement she was accompanied by Dorothy Green, who filled out an application at the same time. Campbell further testified that she went to the plant with Green to apply for work on only one occasion. The Company introduced into evidence an employment application signed by Green dated "3/ /56." The Examiner finds, as the General Counsel concedes in his brief, that Campbell did not apply for reinstatement until March 9, 1956, the date shown on Exh. C. to the Company's amended answer.

Evidence adduced by the Company supporting its defense that Campbell was not interested in returning to work for the Company: In view of the evidence discussed above concerning the date of Campbell's application for reinstatement and the General Counsel's concession in regard thereto, there is no real controversy about the Com-

pany's defense being supported by the evidence. The only question relates to the date in April 1956 on which Campbell was offered and declined to accept reinstatement. The Specification gives April 15, 1956, as the date of the Company's offer of reinstatement because of a notation in Drake's handwriting in the Company's files dated "4/56" stating as follows: ". . . this girl was later called back on several instances by J. Drake—was told she was not interested, that she was dressmaking & satisfied." The General Counsel stated in his brief that the Specification adopted April 15 rather than some other date in the month because it was the midpoint of the month, and such a date seemed equitable to all parties. The Examiner agrees.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: The evidence concerning Campbell's search for work is unsatisfactory because she was testifying about her search for work in 1955 and the backpay period does not begin until March 19, 1956. However, the Company has not shown that Campbell did not look for work during the short backpay period. The record does show that Campbell did some plain sewing, for which the Examiner finds Campbell was paid an average of $5 per week during the backpay period.

Conclusions: No willful loss of earnings has been proven. Rose Campbell is entitled to backpay as set forth in the Appendix, which reflects the greatly shortened backpay period. See p. 184.

182. STELLA DUNN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	7-15-55	7-14-55 (Exh. C)	Begins 7-22-55
Reinstated	12-2-58		Ends 12-2-58

Evidence adduced by the Company supporting its defense that Campbell was not available for work at the time of her application because she was pregnant: Rutter testified without objection concerning an undated, unsigned slip of paper in Dunn's file in Drake's handwriting stat-

ing, "Faint recollection of pregnancy." Dunn's testimony establishes that she was not pregnant when she filled out an application on July 14, 1955. The General Counsel in its brief urges not only that Rutter's testimony is too vague to support the Company's defense with respect to Dunn, but also that the Examiner should not consider Rutter's testimony because it is based solely on documents which were subpenaed by the Union and which the Company refused to produce. While the Examiner finds a certain appeal in the second point made by the General Counsel, he is doubtful that the proposition of law upon which the General Counsel is apparently relying is applicable to a document which, as here, is not material to the General Counsel's affirmative case, and relates solely to a matter of defense. Cf. *Bannon Mills, Inc.*, 146 NLRB No. 81, n. 4, I.R. pp. 29-30. However, considering the evidence as a whole the Examiner finds that Dunn was not pregnant when she applied for reinstatement on July 14, 1955.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Backpay is sought in the Specification only for 1955-3. Dunn credibly testified that she unsuccessfully applied for work at several sewing factories during this quarter.

Conclusions: The Company's defense that Stella Dunn was unavailable when she applied for reinstatement is rejected. No willful loss of earnings has been proven. Stella Dunn is entitled to backpay as set forth in the Appendix at p. 187.

183. MAYBELLE JOHNSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	12-15-55		
Reinstated	No		No backpay

Evidence adduced by the parties concerning Johnson's application for reinstatement: Johnson gave very confused testified about applications made by her, assertedly in 1955. Rutter testified that Johnson's first application was

made in 1958 when she came in with mimeographed letters from the union requesting reinstatement. Johnson was completely mixed up regarding the sequence of events mentioned in her testimony and the Examiner concludes that her testimony as a whole is unreliable, not because of any intention to misstate but because of an inability to keep events straight in her mind. The Examiner finds in accordance with Rutter's testimony that Johnson did not apply for reinstatement until 1958, which, in the Examiner's opinion, is too late.[1]

184. ADELE ROBERTSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	5-20-55 (R-31)	Begins 7-1-56
Reinstated	No		Ends Still accruing [1]

Evidence adduced by the Company supporting its defense that Robertson was not available for work at the time of her application because she was pregnant: Rutter testified concerning two longhand notations, one on the reverse side of Robertson's application dated May 20, 1955, and the other on R-220, as follows: "Came in pregnant, going to have baby on 5-21-55." Robertson was repeatedly questioned about whether she was pregnant in 1955. She first answered, "No, I was not. I don't think I was pregnant during that year. If I was pregnant I

[1] The General Counsel argues that Johnson must have applied in 1955 rather than in 1958 because the Company would not have included her in Schedule 6(f) unless she had made a timely application. Rather, according to the General Counsel, the Company would have placed Johnson in Schedule 6(g) naming those who unduly delayed in applying for reinstatement. While the General Counsel's argument is plausible enough, the Examiner concludes that it attributes greater logic and consistency to the Company's amended answer than the document is entitled to. The Examiner has encountered a number of other inconsistencies in the Company's pleading, and cannot give the fact of the inconsistency the weight which the General Counsel does.

[2] Robertson was offered and accepted reinstatement during the hearing.

don't remember." Almost every time Robertson answered this question, she qualified her denial by saying that she did not think she had been pregnant in 1955. The record indicates that Robertson did not give birth to a child in 1955. Robertson did testify that she had had a miscarriage in October 1956. Robertson's May 20, 1955, application contains checkmarks in both the "married" and "pregnant" boxes. In view of this fact and Robertson's uncertainty about whether she had been pregnant when she applied in 1955 (a matter concerning which the Examiner feels a woman would not likely be in doubt, even after 8 years) and the Examiner does not credit Robertson's testimony, and finds that Robertson came in pregnant on May 20, 1955, and was not put to work for that reason.

However, the record shows that Robertson filed another application for reinstatement on November 28, 1955. The record does not reveal why Robertson was not reinstated pursuant to this application, which the Examiner finds to have been timely under all the circumstances of the case.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: The Specification claims backpay only for 1955-2 and 1956-3. The Examiner's finding with respect to Robertson's unavailability at the time of her May 20, 1955, application eliminates the first of these two quarters. Robertson was employed at the DeVille Motel during the 1956-3 quarter. Robertson's earnings at the DeVille Motel, as the General Counsel states in his brief, were $54.41 rather than $47 as stated in the Specification.[1]

Conclusions: The Company's "not available" defense is rejected. No willful loss of earnings has been proven. Adele Robertson is entitled to backpay, as set forth in the Appendix, which reflects the adjustments stated above. See p. 203.

[1] For the reasons stated earlier the Examiner adheres to his ruling at the hearing denying the General Counsel's motion to amend the Specification to claim backpay for additional quarters during which Robertson was allegedly available for and seeking work.

H. *The unreasonable delay in applying defense (Schedule 6(g))*

1. General discussion

With respect to the 11 employees listed in Schedule 6 (g) the Company pleaded that they did not apply for reinstatement within a reasonable time after the strike was called off. In the cases of all but three of the employees in this category, there was no controversy as to the date of the application. In one of these three controverted cases, that of Anna Parker, the Examiner has resolved the conflicting testimony favorably to the Company, finding that Parker's application was not filed until October 1957, at the earliest. In 9 of the 10 remaining cases, the applications for reinstatement were made, the Examiner finds, within 7 months of the strike's end. The 10th employee in this category applied less than 10 months after the strike was called off. In the opinion of the Examiner, applications made within such a time cannot be said to be unreasonably delayed applications in the circumstances of this case. In fact delayed applications presented less of a reinstatement problem than the early applications which were made in large numbers in a short period of time.

As to the application for reinstatement of Anna Parker, which was made about 2½ years after the strike was called off, this presents a much more difficult problem. The General Counsel's position apparently is that of a delay of 1 year in applying for reinstatement is not unreasonable, and that an even longer period might be justified under special circumstances. The Examiner agrees. Compare *Crosby Chemicals, Inc.*, 105 NLRB 152, 154 with *E. A. Laboratories*, 86 NLRB 711, 714. But these cases do not tell us precisely where the line should be drawn in determining what constitutes an unreasonable delay. Under all the circumstances, including the fact that Parker was in the New Orleans area and was available for employment the entire 2½ years preceding her first application and the further fact that Parker was apparently in contact with the Union during this period, the Examiner concludes that Parker unduly delayed in applying for reinstatement.

2. The individual cases

185. HAZEL BURNS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	10-13-55	10-13-55	Begins 10-21-55
Reinstated	Not properly [1]		Ends Still accruing [2]

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Burns testified that she sought work at Bonck's and Schram's in 1955 but was not sure that it was in the fourth quarter. In 1956-1 and 1956-2 Burns looked for work at Bonck's, Schram's and Tulane Shirts. At the end of May, Burns went to Chicago and did not look for work in June, July and August. Up until the time Burns went to Chicago, i.e., during 1955-4, 1956-1, and the first 2 months in 1956-2, Burns did babysitting an average of 27 hours a week for which she received 75 cents per hour. Burns testified that she could not recall looking for work in September 1956 and the Examiner construes her testimony in this regard to mean that she did not look for work during this month. Burns testified that in 1956-4 she looked for work at Schram's but that she did not seek employment in 1957-1. In April 1957 Burns obtained a 6-day a week job working irregular hours for Southern Produce Co. and remained there about a year. She quit the middle of April 1958 because she was pregnant and did not again look for work until the beginning of 1959-3 when she regained her job at Southern Produce. Burns remained at Southern Produce until October 30, 1960. At this time she again quit because of pregnancy and did not again seek work in the period covered by the Specification. Burns did not look

[1] Burns worked but 15 minutes on October 13, 1955, the day on which she filled out an application. At the end of this time Burns was told by Drake that the Company did not have an opening for her and that as soon as one became available she would be called.

[2] Hazel Burns was offered and accepted reinstatement during the hearing.

for other work at any time she was employed by Southern Produce. Because of the periods during which Burns was unavailable or not seeking work, the following periods will be eliminated from the Specification: 1956-2 (June only) 1956-3, 1957-1, 1958-2 (excepting first half of April), 1958-3, 1958-4, 1959-1, 1959-2, 1960-4 (November and December only), 1961-1, 1961-2.

Conclusions: No unreasonable delay in applying for reinstatement has been established. A partial willful loss of earnings has been shown, for which the deductions indicated above will be made in computing Burns' backpay. Hazel Burns is entitled to backpay as set forth in the Appendix which reflects Burns' additional interim earnings babysitting. See p. 184.

186. CLEO FONTENBERRY

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	11-4-55	11-4-55	Begins 11-14-55
Reinstated	1-24-56	1-24-56 (Exh. C)	Ends 11-19-55

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Fontenberry worked the first part of the short backpay period at Foundation Hospital. She quit there before she was called back to work at the Company because she did not like the work running an elevator. Fontenberry did not look for work anywhere else after quitting her job at the hospital. A comparison of the interim earnings shown in the Specification for both quarters involved with those shown in the Social Security records for Fontenberry indicates that those responsible for preparing the Specification misunderstood the available figures. Under all the circumstances the Examiner concludes that a recomputation of Fontenberry's backpay is appropriate in this case in order to show her correct interim earnings and to reflect the fact that Fontenberry unjustifiably quit her hopsital job. Fontenberry's Social Security records show that she earned approximately the same amount at the hospital in both 1955-2 and 1955-3. Dividing her earnings for these 26

weeks, $570.38, by 26, her weekly earnings at the hospital work out at $21.93. By dividing Fontenberry's earnings at the hospital in 1955-4, $153.16 by her weekly earnings, $21.93, the approximate number of weeks Fontenberry worked at the hospital in 1955-4 can be ascertained. This works out at about 7 weeks. The Examiner concludes on the basis of the foregoing that Fontenberry quit her job at the hospital at the end of the 7th week in 1955-4, and that from that time on Fontenberry willfully incurred a loss in earnings.

Conclusions: No reasonable delay in applying for reinstatement has been established. Fontenberry has willfully incurred a loss of earnings from the end of the 7th week in 1955-4 to the end of the backpay period. Cleo Fontenberry is entitled to backpay as set forth in the Specification, which reflects the adjustments stated above. See p. 188.

187. GENEVIEVE GREEN (HILLIARD)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	11-9-55	11-9-55	Begins 11-17-55
Reinstated	8-28-56		Ends 5-1-56

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Hilliard unsuccessfully looked for work in 1955-4 at Tulane Shirt and Schram's. Thereafter Hilliard did not work or look for work during the backpay period, with the exception of the month of April 1956, during which she sewed on May festival costumes for one classroom of school children, for which she was paid $65.

Conclusions: No unreasonable delay in applying for reinstatement has been established. Hilliard willfully incurred a loss of earnings during that portion of the backpay period in 1956, excepting for the month of April. Genevieve Green Hilliard is entitled to backpay as set forth in the Appendix which reflects the adjustments stated above. See p. 191.

188. CATHERINE JEFF (CLARK)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	1-28-56	1-25-56	Begins 2-6-56
Reinstated	No		Ends Still accruing

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Clark had earnings in all except three of the quarters for which backpay is claimed in the Specification. Most of the time Clark worked for New Orleans Building Maintenance Corporation which had a contract for cleaning schools. However, the job involved no more than 3 hours a day and was performed from 5 to 7 or 8 p.m. Clark testified as to her efforts to obtain a daytime job while working for the building maintenance firm. However, she was unable to place the date when she applied various places, including several sewing factories. Regarding 1959-4, 1960-1, and 1960-2, the quarters during which Clark had no earnings, she simply could not recall anything about her efforts to obtain work during this period. In fact, Clark was under the impression that she had worked almost steadily for the building maintenance firm. There is no evidence that Clark was not looking for work during this period. Clark impressed the Examiner as being a very sincere witness who took pains not to overstate matters.

Conclusions: No unreasonable delay in applying for reinstatement has been established. No willful loss of earnings has been proven. Catherine Jeff Clark is entitled to backpay as set forth in the Appendix at p. 194.

189. RUTH JOLLY (CAHN)

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	11-7-55	11-7-55	Begins 11-21-55
Reinstated	7-23-56		Ends 7-23-56

[1] The Specification inadvertently fails to allege backpay for 1956-4 and 1957-1, two quarters which Clark had substantial interim earnings.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: None. Cahn was not called as a witness in this proceeding. Although Cahn was not available at the time the Company subpenaed her because she was due to give birth to a child shortly after the return day of the subpena, the Company did not thereafter seek to obtain her attendance at the hearing.

Conclusions: No unreasonable delay in applying for reinstatement has been established. No willful loss of earnings has been proven. Ruth Jolly Cahn is entitled to backpay as set forth in the Appendix at p. 195.

190. DOROTHY WHITE LEARSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-15-55	10-6-58	Begins 8-15-55
Reinstated	No		Ends Still accruing[1]

Evidence adduced by the General Counsel regarding Learson's application for reinstatement: Learson credibly testified that when her first baby was a month or two old the Union sent her a letter informing her that the strike was over and suggesting that she apply for her job with the Company. Learson's first child was born on June 21, 1955. When Learson applied on this occasion she was told she would be sent for when work was available. Learson testified that she reapplied for work on more than one occasion and that she filled out a written application each time she went back to the plant. Rutter testified that the Company files showed that Learson's first application after the strike was over was filed on October 6, 1958. The Examiner finds, in accordance with Learson's testimony, that she applied for reinstatement when her first baby was a month or two old. Adopting the midpoint, the Examiner finds that Learson's application was made on August 5, 1955.[1]

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[1] Learson was offered reinstatement during the hearing.

[1] In view of the fact that the Company's records do not contain Learson's August 1955 application, the Examiner has considered

Evidence adduced by the Company regarding interim earnings and willful loss of evidence: Only three quarters are involved in the backpay period covered by the Specification, 1957-4, 1961-1, and 1961-2.[2] Learson did housework during these periods, 2 days a week during 1957-4 and 1 day a week during 1961-1 and 1961-2. Learson did not look for sewing factory work at any time during the backpay period. While working in 1957-1, 2 days a week, Learson wanted other housework jobs but did not find any. The record does not show what Learson did, if anything, to obtain additional housework in 1961-1 and 1961-2.

Conclusions: The record establishes that Learson applied for reinstatement on August 5, 1955. No willful loss of earnings has been proven. Dorothy White Learson is entitled to backpay set forth in the Appendix at p. 197.

191. HERBERT LOTTEN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	7-29-55 [1]	11-7-55	Begins 11-15-55
Reinstated	No		Ends Still accruing [2]

Learson's testimony carefully in an effort to determine whether in her testimony she might be confusing her 1955 application with her 1958 application. However, in view of the fact that Learson did not give birth to any children between 1957 and 1959, and the further fact that Learson was a cautious witness who was not inclined to overstate matters, the Examiner concludes that Learson was not confused in her testimony about her 1955 application.

[2] The General Counsel's motion to amend the Specification to include backpay for additional quarters is denied for reasons previously stated.

[1] In view of the fact that the Company admits that Lotten filed a written application for reinstatement on November 7, 1955, and that no backpay is claimed for 1955 because of Lotten's higher interim earnings, the Examiner finds it unnecessary to determine whether Lotten made an earlier application for reinstatement.

[2] Lotten was offered and declined reinstatement during the hearing.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Lotten was employed throughout the backpay period by C & C Cleaners which is owned by his father-in-law. Received in evidence as R-62 was an undated longhand notation on a slip of paper in Superintendent Drake's handwriting, as follows: "Note date of app—sent for in June 57 told Batiste not interested—working in pressing shop for father-in-law—." Drake was not called upon to testify concerning this notation and Batiste testified that he had no conversation with Lotten about returning to work after the strike was over. Lotten testified that he had a conversation with Batiste sometime after the end of the strike in which he informed Batiste that he was not interested in returning to work for the Company but that he had no recollection whatever when this conversation took place. Under all the circumstances, including the fact that the Company did not allege in its amended answer that Lotten had been offered and had refused reinstatement in June 1957, the Examiner can place no reliance on R-62.

Since the Company has not briefed the cases individually it is not known what the Company's contentions regarding Lotten are. However, if it is contending that Lotten's backpay should be cut off as of sometime that Lotten accepted a permanent job with C & C Cleaners, the Company has not sustained its burden with respect to showing what the cutoff date should be. In any event, acceptance of a permanent job elsewhere does not automatically terminate backpay. As the Board stated in *Mastro Plastics Corp.*, 136 NLRB 1342, 1349, "Even if a claimant obtains a so-called permanent job, he is still entitled to the difference between what he earns at the new job and what he would have earned at Respondent's plant."

Conclusions: No willful loss of earnings has been proven. Herbert Lotten is entitled to backpay as set forth in the Appendix at p. 198.[1]

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[1] Due to the change to the calendar quarter method of computation Lotten is entitled to backpay for 1956-2, 1957-2, and 1958-3, which is not alleged in the Specification.

192. LORRAINE LYONS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-15-55 (Exh. C)	Begins 4-14-55
Reinstated	5-11-56		Ends 5-11-56

Evidence adduced by the Company regarding interim employment and willful loss of earnings: At the time the strike was called off Lyons was in her 6th month of pregnancy. Lyons had filed applications for jobs at various sewing factories earlier in her pregnancy and did not look elsewhere after presonally applying at the Company's plant on April 15, 1955. The Company's records indicate that at this time Lyons informed the Company that she could work 2 or 2½ months (the baby was born on July 21, 1955). In view of the fact that other employers would be unlikely to hire for the first time a woman in advanced stages of pregnancy, the Examiner finds that Lyons did not willfully incur a loss of earnings by not looking elsewhere in that part of 1955-2 covered by the Specification.

Lyons did not look for work after the baby was born until about the time she obtained a job with Cute-Togs (Southern Manhattan) which the Examiner finds occurred on February 13, 1956. That portion of 1956-1 prior to February 13 and all of 1955-4 will be eliminated from the Specification because of Lyons' unavailability for work during this period. After being laid off by Cute-Togs because of the ending of the night shift near the end of 1956-1, Lyons made the rounds of the sewing factories looking for jobs, but was unsuccessful in obtaining work.

Conclusions: No willful loss of earnings has been proven. Lorraine Lyons is entitled to backpay as set forth in the Appendix which reflects the adjustments stated above. See p. 198.

193. BESSIE MONTGOMERY

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	8-5-55	1957	Begins 8-15-55
Reinstated	No		Ends Still accruing [1]

[1] Montgomery was offered and accepted reinstatement during the hearing.

Evidence adduced by the General Counsel regarding Montgomery's application for reinstatement. Montgomery testified that she received word from the Union for the striking employees "to go back and put in our applications at Rex because they were taking the strikers back"; that after working a half-day at Haspel's she went down to the plant and sought to fill out an application; that Johanna asked, "Have you worked here before"; that she answered, "Yes" and gave Johanna her name; that Johanna then went and got Superintendent Drake; and that Drake told her that "he didn't have anything open right then. When he would get something he would call [her]." Montgomery testified that she did not fill out an application on this occasion. Montgomery further testified that about 3 or 4 months after the fist time she applied after the strike, she again went to the plant and asked to fill out an application, that much the same thing happened as on the first occasion, and that Drake told Montgomery that he still did not have anything open. Jeanette Johnson's testimony inferentially corroborates that of Montgomery about going to the plant in the summer of 1955 and applying for work. It was stipulated that both Drake and Johanna could neither admit nor deny Montgomery's testimony concerning her visits to the plant in 1955. Based upon his examination of an application in Montgomery's file, Rutter testified that Montgomery's first application after the strike was filed in 1957. The Examiner credits Montgomery's testimony and finds that she sought reinstatement at least by the August 5, 1955, date stated in the Specification.

Evidence adduced by the General Counsel concerning his claim that Montgomery's union dues at Haspel's were a deductible expense: None. Counsel for the Company brought out that Montgomery thought that her union dues while at Haspel's were $2.50 a month. The General Counsel urges that if union dues are compelled as a condition of employment, they are a valid deductible expense. The General Counsel, however, has not shown that Montgomery's union dues were required as a condition of employment. Accordingly, Montgomery's union dues while at Haspel's will not be allowed as a deduction from interim earnings:

*Evidenc*ed by the Company regarding interim earnings*lful loss of earnings:* Montgomery was employed pel's from January 1955 until May 1959 at which e quit to join her husband in Germany. The work regular. She frequently did not work full week sometimes she did not work full days. Montgome by partial unemployment at times while laid off b work whil's. Montgomery did not look for other from Ger ing at Haspel's. Montgomery returned in obtaini rly in March 1960, but did not succeed she obtai oyment until the first of October, when for the re at Bonck's, which she continued to hold

From te backpay period.

gate dar point of fulfilling her obligation to miti- earnings ontgomery willfully incurred a loss in held for a quit her job at Haspel's which she had For this years, to join her husband in Germany. ings for Montgomery's average quarterly earn- Haspel's four full quarters that she worked for during 1 n by the Social Security records, i.e., forward 958-3, 1958-4, 1959-1, will be projected obtained beginning of 1960-4, when Montgomery quarterly with Bonck's. Montgomery's average *Mastro* s during this period were $400.55. See *Knickerb Corp.*, 136 NLRB 1342, 1350, citing *stic Co.*, 132 NLRB 1209, 1215.

Conclu No willful loss of earnings has been proven. forth in ontgomery is entitled to backpay as set stated he endix, which reflects the adjustments

194. MA. See p. 199.

EWMAN

Applied Reinstate	instatement in n	As admitted by Company	Backpay period As found by Examiner
J.)		3-12-58	Begins 4-14-55 Ends 6-15-58

[1] Newm on March maker, s contends that unti

nstated to her old job as corner maker on parts Although Newman was an experienced corner en the learner's rate. The General Counsel did not constitute proper reinstatement and vas given the experienced rate on her operation

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Although she was unable to pinpoint the months in which she applied for work in sewing factories during 1955, Newman's testimony establishes that she was genuinely seeking work during this period. From October 1, 1955, until July 20, 1957, Newman was employed as a nurse taking case of a child in a private home. During, 1955, Newman was paid $6 per day for 3 days a week. Commencing on January 1, 1956, and for the remainder of the time that Newman took care of the child, she worked 5 days a week for $6 per day. Newman became ill on July 20, 1957, and did not seek employment for the rest of 1957-3. The record adequately establishes Newman's search for work in 1957-4 at sewing factories and department stores.

Conclusions: No willful loss of earnings has been proven. Marietta Newman is entitled to backpay as set forth in the Appendix which reflects Newman's revised earnings as a nurse and shows the elimination of any claim for backpay for 1957-3 from July 20 on. See p. 200.

195. ANNA PARKER

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-15-55	10-6-58	No backpay
Reinstated	10-9-58 [1]		

on June 15, 1958, her earnings at Rutter-Rex should be treated as interim earnings. Rutter testified that because of the 4-year period during which she had done no sewing factory work Newman had to be given the learner's rate. The Examiner upholds the General Counsel's contention. Any loss of skill suffered by Newman is largely due to the Company's failure to take seriously the Union's application for reinstatement made in Newman's behalf in April 1955. Newman's earnings at the Company in 1958-2, as shown in the Social Security records (the Specification erroneously understates these earnings), will be treated as interim earnings. These will be computed on a 14-week quarter basis since the 13-week figures are not available.

[1] The General Counsel contends that Parker was improperly reinstated on this date, but in view of the Trial Examiner's finding that Parker unreasonably delayed in applying for reinstatement it is not necessary to consider this contention.

Evidence adduced by the parties regarding Parker's application for reinstatement. Careful consideration of Parker's testimony has not persuaded the Examiner that Parker applied for reinstatement at any time prior to the latter part of 1957. In her versions of her first application for reinstatement she repeatedly switched back and forth. In her first version Parker related that she had gone to the plant a week after the strike was over with a statement from the Union asking for reinstatement. Drake looked it over and said there were no openings. Parker testified that she did not fill out an application on this occasion. The next month, Parker testified, she thought she filled out an application at the plant. This time, according to Parker she talked with Johanna. When asked about filing a written application in 1956, Parker replied that she had filled out a written application every time she went to the plant. Then Parker related that Ruby Caliste, the union organizer, had taken out a group in 1957 and again in 1958. On cross-examination Parker testified that Ruby Caliste gave her a paper to apply for her job a week after the strike ended. When asked where she was working at the time, Parker answered that she was working for Mrs. Behrman. The first time Parker worked for Mrs. Behrman was in 1958-3. In her statement given to the Board investigator, Parker stated, with respect to her first application after the strike, that Ruby Caliste and a group of strikers were with her when she applied.

Ruby Caliste testified that in October 1957 she took Anna Parker, Adele Robertson, Estelle Woodridge and Stella Dunn in her car to the plant, and that in September 1958 she took Anna Parker and Adele Robertson again. The record shows that when these women applied in 1957 and 1958 they had been furnished statements by the Union applying for reinstatement.

Rutter testified concerning an application which he received from Parker on October 6, 1958, on which he noted in his handwriting that "she didn't think we would hire her so she has not applied since strike." Rutter testified that this was what Parker had told him on this occasion. Rutter elaborated to this effect: Parker, having known

Rutter and his father, the Company's Chairman of the Board, for so many years, feared that she would be in their disfavor for having gone out on strike. Rutter testified that the only other application which the Company had in its files from Parker was one dated March 17, 1953.

In view of the shifting nature of Parker's testimony, the failure of Caliste to substantiate Parker's testimony about her 1955 application, the inconsistency between Parker's testimony and the statement given to a Board investigator, and the Examiner's impressions as to Parker's confused state of mind, the Examiner does not credit Parker's testimony about her 1955 applications, and finds that the earliest Parker applied for reinstatement was in 1957, which for the reasons stated above the Examiner regards as untimely.

Conclusions: Anna Parker is not entitled to backpay.

I. *The reinstated and discharged for unsatisfactory performance defense (Schedule 6(h))*

1. General discussion

The employees listed in Schedule 6(h) or the Company's amended answer, with one exception, were all strikers who were belatedly reinstated and thereafter discharged, assertedly for poor production or poor quality work, after a brief trial period of 6 weeks or less.[1] These employees fall into three categories.

The first category includes the employees who, despite the fact that replacements were working on their former operation at the time of their application for reinstatement, were not reinstated on their former operation but on some new operation with which they were not familiar, and on which they did not perform satisfactorily, according to the Company. As to the employees in this category, the General Counsel citing *Chase National Bank,* 65 NLRB 827, 828-829, contends that the Company was

[1] The one exception, Willie Marshall, who was kept on the payroll 4 months, was never reinstated to her former operation, although the Company had five replacements working on her former operation at the time of her application for reinstatement.

obliged to reinstate them on their old operation and did not have the option of transferring them and retraining them on new operations. The *Chase National Bank* case is dispositive of this issue. Accordingly, the Trial Examiner sustains the General Counsel's contention in this regard.

The second category of employees included in Schedule 6(h) includes those having experience on more than one operation whose operation immediately before the strike was no longer available (either because of the discontinuance of the operation or because only returned strikers were performing the operation at the time of the application for reinstatement), who were reassigned to new operations although replacements were still filling positions on which they had had previous experience. Regarding these, the Examiner concludes that a reasonable solution of the problem was the dismissal of the replacement to make room for the experienced returning strikers. The two strikers in this category had at least 9 months experience on other operations which replacements were still filling at the time of the strikers' applications for reinstatement.

The third category consists of employees whose former operations were no longer available and who were belatedly transferred to new operations. As to these employees, the Examiner has concluded, either that they were or were not given an adequate trial on the new operation, depending upon the Examiner's view of the facts involved in the various individual cases.

2. The individual cases

196. DORIS BOWLES

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-27-55	Begins 4-14-55
Reinstated	1955-3 [1]	8-3-55	Ends Still accruing [2]
Discharged		9-2-55	

[1] The Specification alleges "No proper reinstatement."

[2] Bowles declined an offer of reinstatement made during the hearing.

Specific evidence adduced by the Company as to the lack of a vacancy prior to reinstatement. On April 5, 1955, Dorothy Bean, a returned striker, was the only employer performing Bowles' old job of setting zippers.

Evidence adduced by the General Counsel supporting his claim of improper reinstatement. On August 3, 1955, Bowles was reinstated on her old job of setting zippers. Bowles had been setting zippers for 3 or 4 years at least. As stated above, Dorothy Bean, a returned striker, was also setting zippers. Because of a change in the process during the strike from setting individual percut zippers to setting chain zippers, which come in a large *continuous* roll, the Company did not any longer require the services of two zipper setters. After setting zippers for almost 2 weeks,[1] Bowles was transferred first to cutting down pockets and then to running flies, an operation she had sometimes performed before the strike. Before being assigned to this latter operation, her supervisor, known to her only as "Buddy," had asked Bowles whether she had run flies before. When Bowles answered in the affirmative, Buddy started Bowles in running flies without giving her any instructions. The record is unclear regarding the extent to which the Company assisted Bowles in relearning the running flies operation. While at first Bowles testified that she received complaints from Buddy about her work cutting down pockets and running flies, on rebuttal Bowles testified that she was not given any special instruction on how to perform the running flies operation. Buddy, who had not been in the Company's employ for some years, was not called as a witness. On September 2, 1955, the day of Bowles' discharge, Buddy brought a number of pairs of pants back to her, some of which had been ripped open, told her that they were all done wrong, and that she had not followed the notch in her sewing. Bowles replied that they had not used notches when she previously had run flies. Buddy nevertheless told Bowles to go to the office, where she was discharged. Rutter testified that it was Bowles' bad work which caused her discharge, not her poor production. As best the Examiner

[1] Judging by Bowles' higher earnings for the weeks ending August 6, August 13 and August 20, 1955.

can determine from R-208A, the learner's schedule for running flies provides for either a 10- or a 12-week training period. As found above, Bowles was tried out on this operation 2 weeks, at most. Under all the circumstances the Examiner finds that the Company did not give Bowles an adequate opportunity to learn the operation of running flies, to which she was transferred after her reinstatement. The period of her reinstatement will be excluded from her backpay period.

Evidence adduced by the Company regarding interim earnings and willful loss of earnings: Bowles did some work in every quarter of the backpay period covered by the Specification. For the most part she worked in sewing factories. But there were three periods during which Bowles was doing day work, namely, the periods before and after her reinstatement by the Company in 1955 and a brief period between working for Cute Togs and Louisiana Garment in 1957 and 1958. While Bowles was not occupied full time doing day work, the record indicates that Bowles was seeking other work during the time she was doing housework, and the Company has adduced no evidence to the contrary. The Specification does not reflect the full extent of Bowles' earnings doing day work. During 1955-3, 1955-4, 1956-1, 1956-2, 1956-3 and the first 11 weeks of 1956-4, Bowles was working 3 days a week as a maid and received $4.14 per day for this work. During the last 2 weeks of 1957-4 and the first 3 weeks of 1958-1 Bowles was working 2 days a week as a maid and was paid the same daily rate.

Conclusions: The Company having no vacancy for Bowles on her old operation was obliged to transfer her and retrain her on another operation, as it ultimately did. However, the Company did not give Bowles an adequate opportunity to learn the operation of running flies as it was being done after the strike. Accordingly, the General Counsel has established that Bowles was not properly reinstated in 1955. No willful loss of earnings has been proven. Doris Bowles is entitled to backpay as set forth in the Appendix which reflects her revised interim earnings as a maid. See p. 182.

197. MARGUERITE BOZONIER

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-18-55	Begins 4-14-55
Reinstated	1953-3 [1]	8-5-55	Ends Still accruing [2]
Discharged		8-23-55	

Specific evidence adduced by the Company as to the lack of a vacancy prior to reinstatement. Immediately before the strike, Bozonier was boxing shoulder straps on Government shirts. This operation was no longer being done after the strike. Before being transferred to boxing shoulder straps, Bozonier had been topstitching collars, an operation on which she made production. Bozonier had had about 9 months' experience on this operation. On April 5, 1955, when the Union applied for reinstatement on behalf of Bozonier, the Company had in its employ three replacements on Bozonier's former operation of topstitching collars. One of these, Helen Shields, remained on the payroll throughout the backpay period with only one interruption of any length.

Evidence adduced by the General Counsel supporting his claim of improper reinstatement: When Bozonier was recalled to work August 3, 1955, she was assigned to joining yokes on shirts, a job she had not done before. As Rutter admitted, this is a very difficult operation to learn. The training period for joining is 15 weeks. After working on this new operation for less than 90 hours or a little over 9 working days, Bozonier was discharged, assertedly because she failed to measure up to the learner's schedule, and for bad work. As indicated above, a reasonable solution of the problem presented by the nonavailability of work on the operation Bozonier was performing immediately before the strike was to place her on the operation she previously had done at the plant, and on which the Company was utilizing three replacements who

[1] The Specification alleges "No proper reinstatement."

[2] During the hearing Bozonier was offered and accepted reinstatement.

were vulnerable to discharged to make room for returning strikers.

Even if the Company were entitled to retrain a replacement in Bozonier's former operation and retain her on a new one, the Examiner does not regard a trial period of a little over 2 weeks as being a sufficient trial on a very difficult operation for an operator who had performed satisfactorily for the Company in the past. The Company's treatment of Bozonier after the strike did not fulfill its reinstatement obligations to her.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Bozonier had only one substantial period of unemployment during the backpay period and that began on September 1, 1956, when she first commenced looking for work after the birth of her baby, and continued until March 1, 1958, when she obtained a job at a cigar factory.[1] Bozonier continued to work at the cigar factory for the remainder of the period covered by the Specification. While Bozonier was uncertain as to the dates in 1956 and 1957 on which she applied for jobs, her testimony convinces the Examiner that Bozonier was regularly looking for work during her periods of unemployment and that in an effort to obtain work she repeatedly visited sewing factories, department stores, and also tried at various retail stores, a hospital and a motel. Due to the change to the calendar quarter system of computation used in this Decision, Bozonier is entitled to backpay for 1955-4. Bozonier's interim earnings in 1955-4 at Daste Shopping Center amounted to $390.

Conclusions: The Company has not sustained its burden of proving the absence of a vacancy prior to Bozonier's reinstatement. The General Counsel has established that Bozonier was not properly reinstated in 1955. No willful loss of earnings has been proven. Marguerite Bozonier is entitled to backpay as set forth in the Appendix which includes backpay for 1955-4. See p. 182.

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[1] The March 1 date is based upon the Social Security record of Bozonier's earnings in 1958-196 and Bozonier's testimony as to her rate of pay when first employed at the cigar factory.

198. IRMA DARENSBOURG

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	6-17-55 [1]	Not indicated in personnel file 6-17-55 (Exh. C)	Begins 6-27-55
Reinstated	9-1-55	9-1-55 (Exh. C)	
Discharged		Quit [2]	

Specific evidence adduced by the Company as to the lack of a vacancy: None.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: None. Darensbourg was not called as a witness.

Conclusions: No willful loss of earnings has been proven. Irma Darensbourg is entitled to backpay as set forth in the Appendix at p. 186.

199. EDNA FRANCIS

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	1955-3 [3]	7-55 [4]	Ends Still accruing [5]
Discharged		8-12-55	

Specific evidence adduced by the Company as to the lack of a vacancy prior to reinstatement: None. The contrary is established by Rutter's testimony that Evelyn

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[1] Unlike the other employees listed by the Company in Schedule 6(h), the Specification does not allege improper reinstatement in Darensbourg's case.

[2] In view of this allegation it appears that Darensbourg was erroneously listed in Schedule 6(h) which includes those who were allegedly discharged for unsatisfactory performnace.

[3] The Specification alleges "Not proper reinstatement".

[4] At the hearing Rutter testified that Francis was reinstated on August 2, 1955.

[5] Francis was again reinstated on May 27, 1963.

Bourgeois, a replacement, remained on the payroll until the week ending October 8, 1955.

Evidence adduced by the General Counsel supporting his claim of improper reinstatement. Before the strike Francis was engaged in taping crotches. After the strike she was assigned to hemming pants, an operation she had not previously done at the plant. The training period for this operation is 12 weeks. When Francis reported for work on August 2 Drake instructed her to watch the next girl in the line for a half hour. At the end of this time Francis started in on a bundle of her own. The girl next to her showed her how the operation was performed. Each day Rutter spoke to Francis about her production and about the way she was doing her work. After about 7 working days Francis was given a formal warning to improve her production, and a day or so later Francis was discharged "for lack of production and poor quality." As found above, as long as a vacancy existed in Francis' old operation of taping crotches, the Company was obligated to reinstate her to this operation. It did not have the alternative of placing her in a substantially equivalent position, assuming that hemming pants is substantially equivalent to taping crotches. In any event, in the opinion of the Examiner, Francis' trial period of 8 days was inadequate under all the circumstances of the case.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: The General Counsel's claim for backpay on behalf of Francis, as revised in his brief, requests backpay only during the brief period of Francis' reinstatement in 1955, during the period Francis was doing housework for Mrs. Kussman in 1957 and 1958, and during the period after May 1959 when Francis allegedly was available for work following the birth of her baby. Because she was not properly reinstated, Francis' earnings after her reinstatement by the Company will be treated as interim earnings. The Examiner finds that Francis commenced working for Mrs. Kussman on October 1, 1957, and continued working for until May 16, 1958, when she quit because she was pregnant. During this period Francis worked 3 to 5 days a week and averaged $20 per week. While working for

Mrs. Kussman, Francis did not look for work elsewhere. Francis did not again become available for work until May 3, 1959. From this time on until Francis obtained a job with B. F. Davis on August 26, 1960, the record is unclear as to Francis' efforts to obtain employment, except with respect to doing babysitting, and for 2 days work at which she obtained Schram's in 1959-3. There is no showing that Francis was not looking for work during this period. The record does support the General Counsel's contention that Francis earned an average of $9 per week babysitting from May 3, 1959, until August 26, 1960, which is not stated in the Specification. Francis continued working for B. F. Davis for the remainder of the backpay period covered by the Specification.

Conclusions: The evidence refutes the Company's contention that it had no vacancy for Francis prior to her reinstatement in 1955. The General Counsel has established that Francis was not properly reinstated in 1955. No willful loss of earnings has been proven during any period for which backpay is now claimed by the General Counsel. Edna Francis is entitled to backpay as set forth in the Appendix, which reflects the elimination of all claim for backpay in 1955 except during the brief period Francis was reinstated in 1955, for part of 1958-2, all of 1958-3, 1958-4, 1959-1, and part of 1959-2. See p. 189.

200. AUDREY LEWIS

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-14-55	Begins 4-14-55
Reinstated	1955-3 [1]	7-13-55	Ends 7-13-55
Discharged		8-23-55	

Specific evidence adduced by the Company as to the lack of a vacancy prior to reinstatement: Lewis' job before the strike was banding collars. On April 5, 1955, according to Rutter's credited testimony, only three operators were banding collars and they were all returned strikers.

[1] The Specification alleges "No proper reinstatement."

Evidence adduced by the General Counsel supporting his claim of improper reinstatement. In view of the fact that only returned strikers were banding collars when Lewis applied, the General Counsel apparently recognizes that Lewis was properly assigned to another operation—that of yoking shirts. The General Counsel's position is that the 6-week training period on yoking given Lewis after her reinstatement was inadequate, particularly when compared with the training time given her to learn banding collars when she was first hired. The Examiner is not persuaded. Banding collars was an operation having a 15-week training period. Yoking has a 12-week training period. Lewis was given a written warning to improve her production a week or two before her discharge. As the Examiner construes R-208B, Lewis' production at the end of the 7-week period was sufficiently behind that expected of a beginner (Lewis was an experienced single needle machine operator), so that no inference adverse to the Company can be drawn from its failure to give Lewis a longer trial. While it is true that the Company put up with Lewis' poor production for a much longer period before the strike, this was on a more difficult operation and a number of factors might have accounted for this, such as the Company's differing needs for experienced workers before and after the strike, differing alternative solutions of the problem. In the absence of evidence concerning such factors, the Examiner cannot conclude that the 6-week trial period accorded Lewis was inadequate. Accordingly Lewis' backpay period will terminate on July 13, 1955.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Lewis was employed at the Town and Country Motel during both quarters in the backpay period.

Conclusions: The Company has sustained its defense that it had no vacancy in Lewis' operation when an application was made in her behalf in April 1955. However, as found above, the Company was obliged to transfer Lewis to another operation, as it ultimately did in July 1955. The General Counsel has not shown that Lewis was improperly reinstated. Lewis is entitled to backpay

from April 14, 1955, to the date of her reinstatement on July 13, 1955, as set forth in the Appendix at p. 197.

201. MARIE LOCKETT

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-5-55 (U.)	4-15-55	No backpay
Reinstated	1955-3 [1]	8-3-55	
Discharged		8-17-55	

Specific evidence adduced by the Company as to the lack of a vacancy prior to reinstatement. A replacement by the name of Lorraine was working on Lockett's operation of setting watch pockets and right and left flies at the time Lockett applied for reinstatement.[2]

Evidence adduced by the General Counsel supporting his claim of improper reinstatement: Lockett had had 2½ weeks' experience as a learner on her operation before the strike. Lockett was called back and went to work on August 3, 1955, on her former operation. After 2 weeks Lockett was discharged because she fell below the Company's minimum production expectations at that stage of the 8-week training period, according to Rutter. Rutter testified in effect that the Company's supervisors had to use their judgment in determining whether an employee was going to make the grade, and that after a 1-week warning, it was decided to let Lockett go.

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[1] The Specification alleges "No proper reinstatement."

[2] This replacement was an experienced operator on this operation. However, she had been discharged a week before the strike commenced because of misconduct and therefore was not on the payroll when the strike began. Accordingly, she was technically a replacement whom the Company was obliged to discharge to make room for a returning striker. While this undoubtedly created problems for the Company because Lockett, a learner, could not be expected to produce enough volume to take the replacement's place. However, this is the type of problem that the Company not infrequently faces during normal operations of its plant, such as when one of two fast producers on an operation becomes pregnant and leaves, and no experienced operator is available to replace her. It has solved such problems frequently in the past and can do so in instances such as this, in the opinion of the Examiner.

In sup
General
tive prog
the strik
1954 Sche
1st week
2nd week
3rd week

gs	Actual Earnings	Difference
1955 Sche	.14	−.16
1st week	.27	−.14
2nd week	.36	−.12

In the o	Actual Earnings	Difference
a sufficie	.25	−.11
properly	.38	−.12

Lockett

claim of improper reinstatement, the es on the figures as to her compara- ning her operation before and after as follows:

was tru Examiner, these figures do not give concerni the conclusion that Lockett was not during They indicate that before the strike light on r production and that the opposite the Cor ett's reinstatement. Absent evidence the Exa Company treated other employees for Loc period or other evidence throwing August the Examiner cannot conclude that

Evide ly dealt with Lockett. Accordingly, *employ* des that the backpay period, if any, that sh rminate when she was reinstated on place."

the con *by the Company regarding interim* did not *ul loss of earnings:* Lockett testified

Conc ember looking in 1955 for work any it had The Ge er construes Lockett's testimony in improp it was given as meaning that she loss of in 1955.

ended o Company has failed to establish that Lockett prior to her reinstatement. has failed to show that Lockett was d. Lockett has willfully incurred a oughout the backpay period which 55. Lockett is not entitled to backpay.

202. WILLIE MARSHALL

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-8-55 (U.)	8-16-55	Begins 4-19-55
Reinstated	1955-3 [1]	8-29-55	Ends 11-15-56
Discharged		12-29-55	

Specific evidence adduced by the Company as to the lack of a vacancy prior to reinstatement: Marshall joined seat seams before the strike. At the time of the Union's April 8 application for reinstatement, the Company had five replacements joining seat seams.

Evidence adduced by the General Counsel supporting his claim of improper reinstatement: On August 29, 1955, when Marshall was reinstated, instead of being assigned to seat seaming, her old operation, she was assigned to taping crotches. She did not make production on this operation and was discharged for this reason on December 29, 1955. As stated above, as long as the Company had replacements working on Marshall's old operation, the Company was obliged to reinstate her to her old operation. After having a baby Marshall was rehired by the Company on May 21, 1956, and was again assigned to taping crotches. The General Counsel has sustained his burden of proof with respect to his claim of improper reinstatement on both occasions.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: In the interval between the Union application in Marshall's behalf and her rehiring on August 29, 1955, Marshall worked 3 days a week as a maid for two lawyers. Marshall's earnings in the period after her rehiring in August 1955 and ending on November 15, 1956, will be treated as interim earnings because she was not reinstated to her old operation. The Examiner finds that Marshall was not looking for work in the period beginning December 30, 1955, and ending on May 21, 1956, when Marshall was rehired by the Com-

[1] The Specification alleges "No proper reinstatement until 11-15-56."

pany after her pregnancy. The excepted period for pregnancy will be extended accordingly.

Conclusions: The record affirmatively establishes that there was a vacancy for Marshall at the time of the Union's application for reinstatement in her behalf. Marshall was not properly reinstated. No willful loss of earnings has been proven during any period for which backpay has been allowed. Willie Marshall is entitled to backpay as set forth in the Appendix which reflects the adjustment stated above. See p. 198.

203. ORELIA MOORE

	Reinstatement		Backpay period
	As alleged in Specification	As alleged in Answer	As found by Examiner
Applied	4-8-55 (U.)	4-22-55	Begins 4-19-55
Reinstated	5-2-55	5-22-55 [1]	Ends 5-2-55 [1]
Discharged		5-10-55 [2]	

Specific evidence adduced by the Company as to the lack of a vacancy: Moore was engaged in the operation of serging backs of pants before the strike. Rutter testified that there were no new hires on this operation after the strike. When Moore was reinstated, she was put back on her old operation.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Moore was not questioned about her efforts to obtain interim employment.

Conclusions: As found above, having no vacancy for Moore in her old operation at the time of her application, the Company was obligated to transfer and retain Moore on a new operation. No willful loss of earnings has been proven. Orelia Moore is entitled to backpay as set forth in the Appendix at p. 199.

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[1] As amended at the hearing.

[2] No issue is raised in this proceeding about Moore's discharge.

J. *The not on strike payroll defense (Schedule 6(i))*

1. General discussion

The General Counsel contends in effect that the employees listed on Schedule 6(i) were no longer employed by it when the strike began and that hence it was not obligated to reinstate them. The disposition of this contention, of course, depends upon the facts of the individual cases. In considering these facts, the Examiner has taken the approach that the General Counsel has the burden of proof with respect to the establishment of the facts concerning the question of individual's status as an employee at the beginning of the strike. In two of the cases, the Examiner has found that the General Counsel has sustained his burden of proof, has failed to do so in one other case, and the case of the fourth employee in this category was dismissed on motion of the General Counsel.

2. The individual cases

204. EVANGELINE BROWN

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-5-55 (U.)	4-6-56 (Exh. C)	Begins 4-14-55
Reinstated	4-9-56	4-9-56	Ends 4-9-56

Evidence adduced by the parties concerning Brown's status as a strike: Brown appears on the Company's payroll for the period ending April 17, 1954, the last full payroll period before the strike. The payroll for the succeeding payroll period, that ending May 1, 1954, which includes the last two working days before the strike began, was not produced at the hearing. However, Rutter testified from production records before him that Brown had no earnings in the payroll period ending May 1, 1954, and that she earned but $2.59 in the payroll period ending April 17, 1954, which represented about 3 hours' work. Rutter further testified that there was nothing in Brown's personnel file to indicate the reason for her not having any earnings in the last 2 days before the strike, April 19 and 20.

Under examination by counsel for the Company, Brown testified as follows:

BY MR. READ:

Q According to the Company's records you did not work on the day immediately before the strike and the records indicate that you may have worked only a few hours in the entire month of April, the strike not starting until April 21st. I am wondering if having refreshed your recollection by telling you that you would agree that you did not work the day before the strike?

A I remember being sick and being out. I think I was out for about a week, and Johnny kept calling me back and calling me back and I went back before I was well enough to come back and I think that's how I had that relapse. I remember it was a Tuesday.

Q I see.

A And I broke down at my machine and he told me I could go home. I think I worked about a half day, sometime during the morning hours, and I promised him if I felt better that I'd come back the next day, but I knew they were supposed to have that strike the next day. I wasn't feeling any better so I still didn't come out.

Q How long had you been out?

A Well, I had been out before during my illness about a week that I remember.

Q Well, when you left on the day that you are referring to was it because you were ill?

A Yes, sir, that Tuesday. Yes, I was ill, because I promised Johnny I would come in that Monday. That Monday I made it but Tuesday I took sick.

Q This was before the strike?

A Uh-huh.

Q And you left before the strike because you were ill?

A Yes, uh-huh.

On her application for reinstatement filed with the Company on April 6, 1956, Brown gave as the reason for leaving the Company's employ the last time, "Illness."

In view of the inclusion of Brown's name on the April 17, 1954, payroll, the failure of the record to show Brown's termination as an employee prior to the strike, either voluntarily or involuntarily, and Brown's testimony that she worked at the plant the morning before the strike began, the Examiner finds that Brown was a striker. Even, if Brown were mistaken in her recollection as to when she worked a few hours and had to go home because she was sick and this actually occurred in the 2 weeks prior to April 17, 1955, the Examiner would nevertheless hold Brown entitled to the status of a striker since there is nothing in the record inconsistent with her continuing status as an employee on sick leave at the time the strike began.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Brown worked throughout the backpay period at Charity Hospital.

Conclusions: The Company's contention that Brown should not be regarded as a striker is rejected. No willful loss of earnings has been proven. Evangeline Brown is entitled to backpay as set forth in the Appendix at p. 183.

205. VERNA L. JOHNSON

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	7-7-54		No backpay
Reinstated	2-8-57		

Evidence adduced by the parties concerning Johnson's status as a striker: Johnson testified that before the strike she went into the office and told Rutter and Drake that she had to be off to go to the hospital to have some tests made on her throat and that the Company granted her a 2 weeks' leave of absence. Johnson further testified that after 2 weeks she went back and, finding the strike in progress, did not go in to work. Instead she started reporting to the strike headquarters mornings.

In support of its contention that Johnson was not a striker, the Company produced the following form, filled out almost entirely in Johnson's handwriting.

SEPARATION FORM

Employee No. 791 Date April 12, 1954

Name Verna L. Johnson

Social Security No. 438-40-9571

Address 1507 Delry Home Telephone No. Ca-7860

Reason Left Illness-Have to go to Hospital

Last Day Worked Friday April 9, 1954

Supervisor's Name John Drake

Operation Button stay Department Shirt

Appearing on the bottom of the form in Rutter's handwritting are "OK— EJR" and "turned in button," apparently in the personnel clerk's handwriting. The Company also introduced into evidence an absentee form concerning Verna Johnson in the personnel clerk's handwriting containing the following notation "quitting—today." The form is dated April 12, 1954. Johnson admittedly turned in her employees' button when she filled out the separation form. Based upon his examination of these records, Rutter testified that Johnson did not request a leave of absence, and that the standard procedure used when separating an employee from the Company's employ was used in Johnson's case.

Under all the circumstances, the Examiner concludes that the General Counsel has not established that Johnson was a striker whom the Company was obliged to reinstate. It is true, as the General Counsel and the Union point out, that the Company's policy is to be lenient about granting leaves of absence and that if the matter had been handled as a request for a leave of absence rather than a separation, such a request very likely would have been granted. But the Company's records persuade the Examiner that it was not so handled. Whether this resulted from a lack of knowledge on Johnson's part as to the Company's policy regarding leaves of absence or from a failure of communi-

cation between Johnson and the Company at the time of her separation, the Examiner cannot ascertain. These facts remain. On April 12, 1954, Johnson signed a separation form stating that she had left the Company's employ because of illness and that her "Last day worked" was April 9, 1954. On the same day Johnson turned in her employee's button. In the Examiner's opinion, these facts, when considered with Rutter's testimony that the Company's standard separation procedure was followed in Johnson's case, carry greater weight than Johnson's recollection almost 9 years later that she was granted a leave of absence due to illness.

Conclusions: Verna L. Johnson had been separated from the Company's employ prior to the strike. Hence the Company was under no obligation to reinstate her.

206. GERALDINE ROLLINS

	Reinstatement		Backpay period
	As alleged in Specification	As admitted by Company	As found by Examiner
Applied	4-11-55 (U.)[1]	4-14-55 (R-220)	Begins 4-19-55
Reinstated	8-3-55	8-3-55	Ends 8-3-55

Evidence adduced by the parties concerning Rollins' status as a striker: The parties stipulated that Rollins' personnel file contains the original and duplicate of a letter addressed to Rollins granting her a leave of absence from March 19, 1954, to March 19, 1955. Rollins testified that she obtained a leave of absence because of pregnancy about 2 weeks before the strike was called.

Evidence adduced by the Company regarding interim employment and willful loss of earnings: Rollins was employed part time in a convalescent home during most of the backpay period. Regarding her other efforts to obtain work, Rollins testified that she applied unsuccessfully at various named sewing factories in 1955. However, Rollins was completely unable to recall whether or not these applications were made during the backpay period. There is on evidence that Rollins was not looking for other work during this period.

[1] Rollins was named in the Union's April 8, 1955, letter, which was received by the Company on April 11, 1955.

Conclusions: The Company's contention that Rollins should not be regarded as a strike is rejected. No willful loss of earnings has been proven. Geraldine Rollins is entitled to backpay as set forth in the Appendix at p. 203.

207. MARY LEE TAYLOR

The claim on behalf of Mary Lee Taylor was dismissed upon the motion of the General Counsel.

VI. Miscellaneous conclusions

A. *The arithmetical method of computation used in the Appendix*

The Board's original decision herein contained the usual provision for the computation of backpay on a calendar quarter basis. As indicated above, the Specification, presumably to simplify the tremendous task of preparing it, was not prepared on a strict calendar quarter basis, but utilized the system used by the Company in its records, which involves the use of "quarters" consisting of an even number of weeks ranging from 10 to 16 weeks. The use of this system occasionally works an injustice upon the employees. This occurs in the following way. For the most part of the source of interim earnings information is the Social Security records, which give earnings information by calendar quarters. In some instances, the employees' 13 weeks' interim earnings exceeded the gross backpay in a 10-or 12-week quarter. In this situation, under the method of computation used in the Specification, employees were entitled to no backpay during certain quarters, whereas they would be entitled to a small amount of backpay where 13 weeks' interim earnings were offset against the 13 weeks' gross backpay figure. Because of this fact and the further fact that the method of computation used in the Specification did not accord with the Board's Order, it has been necessary to recompute the quarterly totals in the Appendix, using the figures set forth in the Specification, but reallocating the quarterly totals on a strict 13 weeks' calendar quarter basis. The Appendix states the figures for each quarter in which any backpay is found to be due.

The omission of a quarter from the Appendix means that no backpay has been found to be due for that quarter.

In each of the gross backpay figures set forth in the Appendix the 6 percent deduction provided for in the Examiner's Preliminary Intermediate Report for the female operators in group 5 has been deducted (from both the gross bonus and gross wages figures).

The figure given in the Interim Earnings column in the Appendix represents net interim earnings, the employees' expenses having been deducted in those few cases where the General Counsel has established an allowable expense.

B. *Procedure with respect to deceased, incompetent, and missing employees*

Backpay owing to a deceased employee shall be paid to the estate of the deceased employee.

The Examiner has found that Johnnie Mae Keeler is entitled to backpay for the period from April 19, 1955, to August 4, 1955. As stated above, the parties stipulated that Keeler was in a mental institution at the time of the hearing. Keeler did not respond to a subpena mailed to her by the Company. For this reason the Company was unable to examine Keeler concerning her interim earnings and employment, in an effort to minimize its backpay obligation to her. The Specification reflects that Keller had a small amount of earnings in 1955-2, which indicates that she was seeking work, at least part of the backpay period. The Company wholly failed to substantiate its claim that its delay in reinstating Keeler was due to the lack of a vacancy on her operation.

Under all the circumstances, even though the Company has not had an opportunity to examine Keeler regarding her interim earnings and activities, the Examiner deems it appropriate to require that Keeler be made whole by paying her the sum set forth in the Appendix. In the event that Keeler has been adjudicated to be incompetent or insane, the sum due her shall be paid to her legal guardian, committee or other legal representative appointed by the Court to look after her interests. If not, the sum due her shall be paid directly to Keeler. In the event that there is a question concerning Keeler's status at the

time the Company offers to comply the sum due Keeler shall be paid in escrow to the Regional Director for the Fifteenth Region, to be paid out by him after he investigates and determines Keeler's status. The Regional Director, within 1 year after the issuance of the Board's decision in this matter, shall report to the Board and the parties the status of fund left in escrow with him for the benefit of Keeler.

With respect to Gloria Delpit and Kathleen Lodge, the two employees whom the Company attempted to reach with letters offering them reinstatement during the hearing, and whose letters were returned to the Company marked "Moved, left no address," the Company shall pay to the Regional Director for the Fifteenth Region in escrow the sums due them. In the event the Regional Director succeeds in locating these missing employees, he shall promptly inform the Company as to their addresses. The Company shall have the opportunity, if it requests such relief, to examine these missing employees, if necessary, in formal proceedings to be instituted by the Regional Director, as to their interim earnings and activities. The Regional Director shall make a determination whether any interim earnings or other amounts in excess of these shown in the Appendix, are revealed which are properly deductible from an employee's backpay award under existing Board precedent. Where so determined, the Regional Director shall make such deductions and return the amounts deducted to the Company. The Regional Director is further instructed to report to the Board when these matters have been finally resolved, and in any event no later than 1 year from the date of the Board's Decision in this matter, the status of these two cases at such time. In the event that Gloria Delpit, and Kathleen Lodge have not been located by the date the Regional Director's report is to be submitted to the Board, the sums of money held in escrow by the Regional Director for the benefit of Delpit and Lodge shall be returned to the Company. See *Mastro Plastics Corp.* 136 NLRB 1342, 1347-1348; *Brown & Root, Inc.* 132 NLRB 486, 497-498 (C.A. 8) enforced, 311 F.2d 447, 454-455 (C.A. 8). See also the Court's opinion in *Brown & Root* on motion for clarification of opinion rendered February 20, 1964, 55 LRRM 2520.

C. *Interest on backpay*

In view of the Board's policy now of granting interest on backpay, (*Isis Plumbing & Heating Co.*, 138 NLRB 716) the Examiner's Recommended Order will provide for the payment of simple interest at 6 percent on the backpay due for each quarter commencing with the date of this Decision. Compare *N.L.R.B.* v. *Adams Dairy, Inc.*, 322 F. 2d 553, 563 (C.A. 8), in which the Court included interest on the sums due, apparently from the beginning, in a case in which the Board had made no provision for interest (137 NLRB 815, 816, 827).

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in the case, and pursuant to Section 10(c) of the Act, the undersigned Trial Examiner hereby issues the following:

RECOMMENDED SUPPLEMENTAL ORDER

J. H. Rutter-Rex Manufacturing Company, Inc., its officers, agents, successors and assigns, shall be in the manner stated in the preceding section, pay to the employees named in the Appendix the total net backpay set forth following their names in the Appendix. Regarding those employees as to whom it has been found that the backpay period ends prior to the end of the second quarter of 1961, such payment shall be in full satisfaction of the Company's backpay obligations to them arising out of its unfair labor practices during the strike in 1954 and 1955 which were the subject matter of Case Nos. 15-CA-721 and 15-CA-723, 115 NLRB 388. As to those employees concerning whom it has been found that backpay is still accruing, payment of the sums set forth in the Appendix shall constitute satisfaction of the Company's financial obligation to these employees up to the end of the second quarter of 1961 only. As provided hereinabove, interest shall be added at the rate of 6 percent per annum beginning with the date this Decision issues.

Dated at Washington, D. C. JUN 2 1964.

s/ Owsley Vose
OWSLEY VOSE
Trial Examiner

APPENDIX

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
1. ALEXANDER, Estrella	1955-1		$269.37	$269.37	$217.99	$ 51.38
2. ALEXANDER, Iworner	1955-2		41.10	41.10		41.10
3. ALEXCEE (BURRELL) Irene						None
4. ALLEN Victoria	1955-2	23.61	327.63	351.24	171.19	180.05
	1955-3		370.24	370.24	294.32	75.92
	1955-4		403.29	403.29	302.67	100.62
	1956-1	15.65	406.27	421.92	53.06	368.86
	1956-2		436.14	436.14	52.00	84.14
	1957-1		438.26	438.26	251.57	186.69
	1957-2	26.69	429.26	455.95		455.95
	1957-3		406.50	406.50		406.50
	1958-2	25.17	412.57	437.74	247.92	189.82
	1958-3		228.78	228.78	227.51	1.27
	1959-2		472.85	472.85	452.40	20.45
	1959-4	18.17	433.96	452.13	411.15	40.98
	1960-1		470.56	470.56	354.00	116.56
	1960-2	30.77	478.94	509.71	408.47	101.24
	1961-1	25.40	429.74	455.14	398.76	56.38
						$2,685.43
5. ALONZO Caledonie	1955-2		82.88	82.88		82.88
6. ANDERSON, Beatrice						None
7. ANDERSON, Carrie	1955-2	23.61	268.80	292.41		292.41
	1955-3		45.72	45.72		45.72
						$338.13

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
8.						
ANDERSON, Dora	1955-2		70.99	70.99		70.99
						..
9.						
ANGRUM, Ida	1955-3		169.23	169.23	116.00	53.23
10.						
AUGUST (BROWN), Gloria	1955-2	23.61	320.05	343.66	11.81	331.85
11.						
AULTMAN, Clarinda	1955-2	23.61	327.63	351.24	254.20	97.04
	1955-3		82.18	82.18	45.10	37.08
						$134.12
12.						
BANKS (KENNEDY), Marion	1955-2	$23.61	$327.63	$351.24	$114.72	$236.52
	1955-3		370.24	370.24	239.25	130.99
	1955-4		403.29	403.29	296.10	107.19
	1956-1	15.65	406.27	421.92	302.15	119.77
	1956-2		436.14	436.14	267.61	168.53
	1956-3	27.18	383.65	410.83	373.50	37.33
	1957-1		438.26	438.26	298.36	139.90
						$940.23
13.						
BARNES (ROCHON), Sonora	1956-1	15.65	406.27	421.92	150.00	271.92
	1956-2		436.14	436.14	384.95	51.19
	1958-2	25.17	412.57	437.74	236.02	201.72
	1958-3		438.29	438.29	414.70	23.59
	1958-4		353.78	353.78	271.20	82.58
	1960-4		413.41	413.41	367.63	45.78
	1961-1	25.40	429.74	455.14	308.10	147.04
	1961-2	30.06	469.63	499.69	456.43	43.26
						$867.08
14.						
BENTLEY, Helen	1955-3		169.63	169.63	127.35	42.28

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
15.						
BERRY (PATTERSON) Ira	1955-2	23.61	366.84	390.45		390.45
	1955-3		228.43	228.43		228.43
						$618.88
16.						
BICKHAM, Amanda	1955-2	23.61	327.63	351.24	152.32	198.92
	1955-3		370.24	370.24	228.68	141.56
	1955-4		403.29	403.29	90.00	313.29
	1956-1	15.65	406.27	421.92	90.00	331.92
	1956-2		436.14	436.14	90.00	346.14
	1956-3	27.18	383.65	410.83	90.00	320.83
	1956-4	9.74	356.50	366.24	90.00	276.24
	1957-1		300.49	300.49	90.00	210.49
	1957-2	26.69	429.96	456.65	90.00	366.65
	1957-3		406.50	406.50	90.00	316.50
	1957-4		381.47	381.47	90.00	291.47
	1958-1	10.39	409.02	419.41	90.00	329.41
	1958-2	25.17	412.57	437.74	90.00	347.74
	1958-3		438.29	438.29	90.00	348.29
	1958-4		423.85	423.85	90.00	333.85
	1959-1	13.81	188.40	202.21	90.00	112.21
	1959-2		189.14	189.14	90.00	99.14
	1959-3	29.45	179.14	208.59	90.00	118.59
	1959-4	18.17	173.58	191.75	90.00	101.75
						$4,904.99
17.						
BOWLES, Doris	1955-2	$23.61	$327.63	$351.24	$ 48.29	$302.95
	1955-3		151.48	151.48	111.78	39.70
	1955-4		403.29	403.29	161.46	241.83
	1956-1	15.65	406.27	421.92	161.46	260.46
	1956-2		436.14	436.14	161.46	274.68
	1956-3	27.18	383.65	410.83	161.46	249.37
	1956-4	9.74	356.50	366.24	192.62	173.62
	1957-2	26.69	429.96	456.65	263.00	193.65
	1957-3		406.50	406.50	323.50	83.00
	1957-4		381.47	381.47	184.06	197.41
	1958-1	10.39	409.02	419.41	289.89	129.52
	1958-2	25.17	412.57	437.74	340.93	96.81
	1958-4		423.85	423.85	313.80	110.05
	1959-1	13.81	470.99	484.80	396.25	88.55
	1959-2		105.12	105.12	73.25	31.87
						$2,473.47

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
18.						
BOZONIER, Marguerite	1955-2	23.61	327.63	351.24		351.24
	1955-3		370.24	370.24	246.44	123.80
	1955-4		403.29	403.29	390.00	13.29
	1956-3	27.18	104.02	131.20		131.20
	1956-4	9.74	356.50	366.24		366.24
	1957-1		438.26	438.26		438.26
	1957-2	26.69	429.96	456.65		456.65
	1957-3		406.50	406.50		406.50
	1957-4		381.47	381.47		381.47
	1958-1	10.39	409.02	419.41	139.02	280.39
						$2,948.94
19.						
BREAUD, Leonce	1955-2	11.11	572.03	583.14	449.46	133.68
	1956-1		717.90	717.90	361.05	356.85
	1956-3	17.96	683.15	701.11	588.50	112.61
	1958-3		712.03	712.03	648.00	64.03
						$667.17
20.						
BRIMMER, Bell	1955-2		170.06	170.06		170.06
21.						
BROOKS, Millie	1955-2	23.61	327.63	351.24		351.24
	1955-3		82.18	82.18	9.00	73.18
						$424.42
22.						
BROWN (HARRIS) Bessie	1955-2	23.61	327.63	351.24	285.00	66.24
23.						
BROWN, Evera						None
24.						
BROWN, Evangeline	1955-2	$23.61	$327.63	$351.24	$203.00	$148.24
	1955-3		370.24	370.24	300.00	70.24
	1955-4		403.29	403.29	300.00	103.29
	1956-1	15.65	406.27	421.92	300.00	121.92
	1956-2		34.15	34.15	23.07	11.08
						$454.77

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
25.						
BROWN, Idele	1955-2	23.61	327.63	351.24	81.39	269.85
	1955-3		76.27	76.27	17.80	58.47
						$328.32
26.						
BROWN, Marguerite	1955-2	23.61	327.63	351.24	142.12	209.12
	1955-3		41.83	41.83	40.65	1.18
						$210.30
27.						
BRUMFIELD, Ruth	1955-2	23.61	327.63	351.24	120.00	231.24
	1955-3		370.24	370.24	195.00	175.24
	1955-4		403.29	403.29	195.00	208.29
	1956-1	15.65	406.27	421.92	195.00	226.92
	1956-2		436.14	436.14	195.00	241.14
	1956-3	27.18	249.02	276.20	150.00	126.20
	1956-4	9.74	356.50	366.24	195.00	171.24
	1957-1		438.26	438.26	357.50	80.76
	1957-2	26.69	429.96	456.65	220.00	236.65
	1957-3		406.50	406.50	195.00	211.50
	1957-4		381.47	381.47	195.00	186.47
	1958-1	10.39	409.02	419.41	195.00	224.41
	1958-2	25.17	412.57	437.74	195.00	242.74
	1958-3		438.29	438.29	195.00	243.29
	1958-4		423.85	423.85	195.00	228.85
	1959-1	13.81	470.99	484.80	195.00	289.80
	1959-2		472.85	472.85	195.00	277.85
						$3,602.59
28.						
BRYANT, Miriam	1955-2		29.73	29.73	21.43	8.30
29.						
BURKHALTER, Ola Mae	1955-2		59.03	59.03		59.03
30.						
BURNS, Elizabeth	1955-2	23.61	327.63	351.24	92.00	259.24
	1955-3		22.27	22.27	8.00	14.27
						$273.51

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
31.						
BURNS, Hazel	1955-4	$	$316.72	$316.72	$202.50	$114.22
	1956-1	15.65	406.27	21.92	263.25	158.67
	1956-2		309.69	309.69	182.25	127.44
	1956-4	9.74	356.50	366.24		366.24
	1957-2	26.69	429.36	456.05	108.00	348.05
	1957-3		338.95	338.95	1.00	337.95
	1957-4		381.47	381.47	341.50	39.97
	1958-1	10.39	409.02	419.41	234.75	184.66
	1958-2	25.17	77.45	102.62	55.25	47.37
	1959-3	29.45	447.86	477.31	439.13	38.18
	1959-4	18.17	433.96	452.13	403.88	48.25
	1960-1		470.56	470.56	185.75	284.81
	1960-2	30.77	478.94	509.71	320.50	189.21
	1960-3		428.05	428.05	307.00	121.05
	1960-4		148.20	148.20	111.25	36.95
						$2,443.02
32.						
CAMPBELL, Rose	1956-1	15.65	67.94	83.59	6.00	77.59
			68.29	68.29	8.32	59.97
						$137.56
33.						
CARR, Katie Ruth	1955-2	23.61	327.63	351.24	268.02	83.22
	1955-3		76.27	76.27	62.69	13.58
						$96.80
34.						
CARTER, Mary	1955-2		17.94	17.94		17.94
35.						
CERF, Raymond						None
36.						
CHERI, Miriam	1955-2	23.61	215.02	238.63		283.63
	1955-4		403.29	403.29	390.94	12.35
	1956-1	15.65	406.27	421.92	420.61	1.31
	1956-3	27.18	383.65	410.83	382.75	28.08
	1958-3		438.29	438.29	375.13	63.16
	1959-1	13.81	470.99	484.80	454.38	30.42
	1959-3	29.45	447.86	477.31	441.25	36.06

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1959-4		433.96	433.96	432.50	1.46
	1960-1		182.82	182.82	154.36	28.46
	1960-2	30.77	478.94	509.71	335.51	174.20
	1960-4		444.61	444.61	431.08	13.53
	1961-1	25.40	429.74	455.14	436.44	18.70
	1961-2	30.06	469.63	499.69	478.86	20.83
						$667.19
37.						
CLAY, Helen	1955-2	23.61	327.63	351.24	196.33	154.91
38.						
CLEMENTS, Lillie	1955-2	23.61	327.63	351.24		351.24
	1955-3		370.24	370.24		370.24
	1955-4		403.29	403.29		403.29
	1956-1	15.65	392.68	408.33		408.33
						$1,533.10
39.						
COASTON, Lucille	1955-2	23.61	327.63	351.24	253.80	97.44
	1955-3		15.16	15.16		15.16
						$112.60
40.						
COLEMAN (WOODS),	1955-2	23.61	262.62	286.23	190.14	96.09
	1955-3		189.14	189.14	121.00	68.14
Wilhelmina						$164.23
41.						
COLUMBUS, Juanita	1955-2	23.61	327.63	351.24	342.92	8.32
42.						
COOPER (LEE),	1955-2	23.61	327.63	351.24		351.24
	1955-3		370.24	370.24	77.97	292.27
Bessie	1955-4		61.20	61.20	33.90	27.30
	1956-1	15.65	351.86	367.51	186.45	181.06
	1956-2		436.14	436.14	220.35	215.79
	1956-3	27.18	383.65	410.83	220.35	190.48
	1956-4	9.74	356.50	366.24	220.35	145.89
	1957-1		438.26	438.26	220.35	217.91
	1957-2	26.69	429.36	456.05	220.35	235.70
	1957-3		406.50	406.50	220.35	186.15

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1957-4		381.47	381.47	220.35	161.12
	1958-1	10.39	409.02	419.41	220.35	199.06
	1958-2	25.17	412.57	437.74	220.35	217.39
	1958-3		438.29	438.29	214.95	223.34
	1959-1	13.81	470.99	484.80	417.31	67.49
	1959-3	29.45	447.86	477.31	475.16	2.15
	1959-4	18.17	433.96	452.13	399.96	52.17
	1960-1		470.56	470.56	411.74	58.82
	1960-4		444.61	444.61	210.31	234.30
	1961-1	25.40	429.74	455.14	210.31	244.83
	1961-2	30.06	469.63	499.69	210.31	289.38
						$3,793.84
43.						
CORNISH (DAVIS), Estelle	1955-4		403.29	403.29	225.00	178.29
	1956-1	15.65	406.27	421.92	325.00	96.92
	1956-2		144.25	144.25	100.00	44.25
	1956-4	9.74	356.50	366.24		366.24
	1958-2	25.17	412.57	437.74		437.74
	1958-3		438.29	438.29		438.29
	1958-4		423.85	423.85		423.85
	1959-1	13.81	183.12	196.93		196.93
						$2,192.51
44.						
COSTON (PICKENS), Ethel	1955-2	$	$158.74	$158.74	$128.06	$ 30.68
45.						
COURSEAULT (MERCADEL), Shirley	1955-2		113.27	113.27	102.96	10.31
46.						
CRAWFORD, Shirley						None
47.						
CROPPER, Clara	1955-2		41.10	41.10		41.10
48.						
DANDRIDGE, Dorothy						None

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
49. DARENSBOURG, Irma	1955-3		242.32	242.32	201.65	40.67
50. DAVIS, Elvera	1955-2	23.61	327.63	351.24	7.88	343.36
	1955-3		57.94	57.94	46.69	11.25
						$354.61
51. DAVIS (DERUISA), Georgiana	1955-2	23.61	134.27	157.88		157.88
	1959-3	29.45	447.86	477.31	41.60	435.71
	1959-4		433.96	433.96	164.92	269.04
						$862.63
52. DAVIS, Lenora	1955-1		35.47	35.47		35.47
	1955-2	23.61	372.44	396.05	371.09	24.96
	1956-1	15.65	406.27	421.92	420.65	1.27
	1960-1		470.56	470.56	468.38	2.18
						$63.88
53. DAVIS (MATTHEWS), Thelma	1955-2		209.44	209.44		209.44
54. DELPIT, Gloria	1955-2	23.61	327.63	351.24	189.54	161.70
	1955-3		370.24	370.24	88.25	281.99
	1955-4		403.29	403.29	240.00	163.29
	1956-1	15.65	406.27	421.92	240.00	181.92
	1956-2		436.14	436.14	16.70	196.14
	1956-4	9.74	356.50	366.24	189.04	177.20
	1957-1		438.26	438.26	101.23	337.03
	1957-3		406.50	406.50	318.00	88.50
	1957-4		69.38	69.38	60.60	8.78
	1959-4		37.31	37.31	26.41	10.90
	1960-1		106.92	106.92	39.61	64.31
						$1,898.06

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
55.						
DELPIT,	1955-2	$23.61	$327.63	$351.24	$132.00	$219.24
Matilda	1955-3		179.01	179.01	148.00	31.01
						$250.25
56.						
DENLEY	1955-3		240.77	240.77		240.77
(GABRIEL)	1956-2		436.14	436.14	405.04	31.10
Alice	1956-3	27.18	383.65	410.83	164.90	245.93
	1956-4	9.74	356.50	366.24	296.80	69.44
	1957-2	26.69	429.96	456.65	430.30	26.35
	1959-2		472.85	472.85	417.20	55.65
	1960-2	30.77	478.94	509.71	234.94	274.77
	1960-3		428.05	428.05		428.05
	1960-4		168.52	168.52	40.00	128.52
	1961-2	30.06	138.31	168.37	160.00	8.37
						$1,508.95
57.						
DIXON,	1956-1	15.65	406.27	421.92	276.76	145.16
Gloria	1956-2		436.14	436.14	415.62	20.52
	1957-2	26.69	429.96	456.65	450.00	6.65
	1957-3		406.50	406.50	380.77	25.73
	1959-1	13.81	470.99	484.80	443.10	41.70
	1959-3	29.45	447.86	477.31	443.10	34.21
	1961-2	30.06	469.63	499.69	470.76	28.93
						$302.90
58.						
DRAKE,			41.10	41.10		41.10
Elizabeth						
59.						
DUCKETT,	1955-2	23.61	327.63	351.24	83.00	268.24
Norma	1955-3		117.65	117.65		117.65
						$385.89
60.						
DUFAUCHARD,	1955-2		47.83	47.83		47.83
Arthemise						
61.						
DUNN,	1955-3		300.08	300.08		300.08
Stella						

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
62.						
EDDINGTON, Isabella	1955-2		41.10	41.10		41.10
63.						
EDGERSON, Shirley	1955-1		339.46	339.46	218.64	120.82
	1955-2	23.61	372.44	396.05	173.76	222.29
	1955-3		370.24	370.24	202.20	168.04
	1955-4		403.29	403.29	384.37	18.92
	1956-1	15.65	406.27	421.92		421.92
	1956-2		436.14	436.14		436.14
	1956-3	27.18	383.65	410.83	28.75	382.08
	1957-1		438.26	438.26	422.39	15.87
	1957-2	26.69	429.96	456.65	66.97	389.68
	1957-3		406.50	406.50		406.50
	1957-4		381.47	381.47	210.00	171.47
63. (Continued)						
EDGERSON, Shirley	1958-1	$10.39	$409.02	$419.41	$390.00	$ 29.41
	1958-2	25.17	412.57	437.74	390.00	47.74
	1958-3		438.29	438.29	390.00	48.29
	1958-4		423.85	423.85	390.00	33.85
	1959-1	13.81	470.99	484.80	390.00	94.80
	1959-2		472.85	472.85	390.00	82.85
	1959-3	29.45	447.86	477.31	390.00	87.31
	1959-4	18.17	433.96	452.13	420.00	32.13
	1960-1		470.56	470.56	360.00	110.56
	1960-2	30.77	478.94	509.71	390.00	119.71
	1960-3		428.05	428.05	390.00	38.05
	1960-4		444.61	444.61	330.50	114.11
	1961-1	25.40	318.72	344.12	225.00	119.12
						$3,711.66
64.						
EVANS, Alice	1955-2	23.61	327.63	351.24	66.50	284.74
65.						
FARRIA, Vivian	1955-2		18.48	18.48		18.48
	1955-3		54.14	54.14		54.14
						$72.62
66.						
FERGUSON, Pearl	1955-2	23.61	262.62	286.23	154.76	131.47
	1955-3		135.38	135.38	20.00	115.38
						$246.85

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
67.						
FERNANDEZ, Minnie	1955-2	23.61	327.63	351.24	25.12	326.12
	1955-3		372.44	372.44	84.08	288.36
	1955-4		403.29	403.29	219.32	183.97
	1956-1	15.65	406.27	421.92	360.01	61.91
	1956-3	27.18	383.65	410.83	257.30	153.53
	1956-4	9.74	356.50	366.24	343.60	22.64
	1957-1		438.26	438.26	365.50	72.76
	1957-4		381.47	381.47	135.60	245.87
	1958-1	10.39	409.02	419.41	317.50	101.91
	1958-2	25.17	412.57	437.74	396.50	41.24
	1958-4		314.40	314.40	270.30	44.10
	1959-2		472.85	472.85	262.58	210.27
	1959-3	29.45	447.86	477.31	262.25	215.06
	1959-4		433.96	433.96	409.98	23.98
	1960-1		470.56	470.56	449.00	21.56
	1960-2	30.77	478.94	509.71	304.30	205.41
						$2,218.69
68.						
FONTENBERRY, Cleo	1955-4		30.36	30.36	21.93	8.43
69.						
FOREMAN (ASKINS), Ethel	1955-3	$	$318.41	$318.41	$210.00	$108.41
	1955-4		403.29	403.29	219.00	184.29
	1956-1	15.65	406.27	421.92	234.00	187.92
	1956-2		436.14	436.14	244.00	192.14
	1956-3	27.18	383.65	410.83	280.00	130.83
	1956-4	9.74	356.50	366.24	240.00	126.24
	1957-1		438.26	438.26	280.00	158.26
	1957-2	26.69	429.96	456.65	281.85	174.80
	1957-3		406.50	406.50	325.00	81.50
	1957-4		381.47	381.47	350.00	31.47
	1958-1	10.39	409.02	419.41	300.00	119.41
	1958-2	25.17	412.57	437.74	351.00	86.74
	1958-3		438.29	438.29	325.00	113.29
	1958-4		423.85	423.85	350.00	73.85
	1959-1	13.81	470.99	484.80	300.00	184.80
	1959-2		472.85	472.85	350.00	122.85
	1959-3	29.45	447.86	477.31	325.00	152.31
	1959-4	18.17	433.96	452.13	325.00	127.13
	1960-1		470.56	470.56	325.00	145.56
	1960-2	30.77	478.94	509.71	325.00	184.71

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1960-3		428.05	428.05	325.00	103.05
	1960-4		444.61	444.61	325.00	119.61
	1961-1	25.40	429.74	455.14	325.00	130.14
	1961-2	30.06	469.63	499.69	325.00	174.69
						$3,214.00
70.						
FOUNTAIN, Genever	1955-2		70.99	70.99		70.99
71.						
FRANCIS, Edna	1957-4		381.47	381.47	260.00	121.47
	1958-1	10.39	409.02	419.41	260.00	159.41
	1958-2	25.17	205.20	230.37	140.00	90.37
	1959-2		292.12	292.12	72.00	220.12
	1959-3	29.45	447.86	477.31	131.60	345.71
	1959-4	18.17	433.96	452.13	117.00	335.13
	1960-1		470.56	470.56	117.00	353.56
	1960-2		478.94	478.94	117.00	361.94
	1960-3		428.05	428.05	257.51	170.54
	1960-4		444.61	444.61	391.31	53.30
	1961-2	30.06	469.63	499.69	443.94	55.75
						$2,267.30
72.						
FRANKLIN, Zearlee	1955-2		130.45	130.45		130.45
73.						
FULTON, Vera	1955-2	23.61	310.45	334.06	97.02	237.04
	1955-3		370.24	370.24	45.50	324.74
	1955-4		403.29	403.29	227.50	175.79
	1956-1	15.65	406.27	421.92	229.75	192.17
	1956-2		436.14	436.14	192.50	243.64
	1956-3	27.18	383.65	410.83	69.90	340.93
	1956-4	9.74	356.50	366.24	299.00	67.24
	1957-1		438.26	438.26	340.50	97.76
	1957-2	26.69	429.96	456.65	291.50	165.15
73. (Continued)						
FULTON, Vera	1957-3	$	$406.50	$406.50	$ 31.20	$375.30
	1957-4		381.47	381.47	338.00	43.47
	1958-1	10.39	409.02	419.41	338.00	81.41
	1958-2	25.17	412.57	437.74	286.00	151.74
	1958-3		438.29	438.29	72.80	365.49
	1958-4		423.85	423.85	364.00	59.85
	1959-1	13.81	470.99	484.80	312.00	172.80

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1959-2		472.85	472.85	280.80	192.05
	1959-3	29.45	447.86	477.31	61.60	415.71
	1959-4	18.17	433.96	452.13	392.00	60.13
	1960-1		470.56	470.56	336.00	134.56
	1960-2	30.77	478.94	509.71	348.00	161.71
	1960-3		428.05	428.05	87.00	341.05
	1960-4		444.61	444.61	333.00	111.61
	1961-2	30.06	469.63	499.69	333.00	166.69
						$4,678.03
74.						
GABRIEL, Geneva	1955-2	23.61	327.63	351.24		351.24
	1955-3		76.27	76.27	68.82	7.45
						$358.69
75.						
GAMBLE, Indiana Plummer	1955-2	23.61	327.63	351.24	228.00	123.24
	1955-3		370.24	370.24	260.00	110.24
	1955-4		403.29	403.29	260.00	143.29
	1956-1	15.65	406.27	421.92	260.00	161.92
	1956-2		436.14	436.14	260.00	176.14
	1956-3	27.18	383.65	410.83	260.00	150.83
	1956-4	9.74	356.50	366.24	260.00	106.24
	1957-1		438.26	438.26	260.00	178.26
	1957-2	26.69	429.96	456.65	260.00	196.65
	1957-3		406.50	406.50	260.00	146.50
	1957-4		381.47	381.47	260.00	121.47
	1958-1	10.39	409.02	419.41	260.00	159.41
	1958-2	25.17	412.57	437.74	260.00	177.74
	1958-3		438.29	438.29	260.00	178.29
	1958-4		423.85	423.85	260.00	163.85
	1959-1	13.81	470.99	484.80	260.00	224.80
	1959-2		472.85	472.85	260.00	212.85
	1959-3	29.45	447.86	477.31	260.00	217.31
	1959-4	18.17	433.96	452.13	260.00	192.13
	1960-1		470.56	470.56	260.00	210.56
	1960-2	30.77	478.94	509.71	260.00	249.71
	1960-3		428.05	428.05	260.00	168.05
	1960-4		444.61	444.61	260.00	184.61
	1961-1	25.40	429.74	455.14	260.00	195.14
	1961-2	30.06	469.63	499.69	260.00	239.69
						$4,388.92

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
76.						
GANT (WARD) Mary		$ 23.61	$137.76	$161.37	$ 88.00	$ 73.37
77.						
GIVENS, Catherine	1955-2		135.42	135.42		135.42
78.						
GREEN, Dorothy	1955-2	23.61	327.63	351.24		351.24
	1955-3		370.24	370.24		370.24
	1955-4		403.29	403.29		403.29
	1956-1	15.65	406.27	421.92		421.92
	1956-2		436.14	436.14		436.14
	1956-3	27.18	383.65	410.83		410.83
	1956-4		253.48	253.48		253.48
						$2,647.14
79.						
GREEN (HILLIARD), Genevieve	1956-2		144.25	144.25	65.00	79.25
80.						
GREEN, Herise	1955-2		281.41	281.41	89.07	192.34
81.						
GREEN, Jimmie Lou	1955-2	23.61	327.63	351.24	233.75	117.49
	1955-3		370.24	370.24	143.00	227.24
	1955-4		403.29	403.29	325.00	78.29
	1956-1	15.65	406.27	421.92	325.00	96.92
	1956-2		436.14	436.14	325.00	111.14
	1956-3		383.65	383.65	325.00	58.65
	1956-4	9.74	356.50	366.24	325.00	41.24
	1957-1		292.68	292.68	220.00	72.68
	1957-3		128.03	128.03	100.00	28.03
	1957-4		381.47	381.47	325.00	56.47
	1958-1	10.39	409.02	419.41	325.00	94.41
	1958-2	25.17	412.57	437.74	325.00	112.74
	1958-3		438.29	438.29	325.00	113.29
	1958-4		423.85	423.85	325.00	98.85
	1959-1	13.81	470.99	484.80	325.00	159.80
	1959-2		472.85	472.85	325.00	147.85
	1959-3	29.45	447.86	477.31	325.00	152.31

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1959-4	18.17	433.96	452.13	325.00	127.13
	1960-1		470.56	470.56	325.00	145.56
	1960-2	30.77	478.94	509.71	325.00	184.71
	1960-3		428.05	428.05	325.00	103.05
	1960-4		444.61	444.61	325.00	119.61
	1961-1	25.40	429.74	455.14	325.00	130.14
	1961-2	30.06	469.63	499.69	300.00	199.69
						$2,777.29
82. GREEN, Louise	1955-2		59.03	59.03		59.03
83. GRIFFIN, Audrey						None
84. GRIFFIN, Ethel	1955-2	$	$ 47.07	$ 47.07	$	$ 47.07
85. GRIFFIN, Joyce	1955-2		135.58	135.58	127.07	8.51
86. GUIDRY, Mary	1955-2	23.61	327.63	351.24	6.50	344.74
	1955-3		218.72	218.72		218.72
						$563.46
87. HALL, Catherine	1955-2		152.33	152.33		152.33
88. HAMILTON, Veoila Gibson	1955-2		70.99	70.99		70.99
89. HARRIS, Fred	1955-2		184.85	184.85	66.00	118.85

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
90.						
HAYNES (GALE), Gustavia	1955-2	23.61	138.08	161.69	20.00	141.69
	1955-3		370.24	370.24	120.00	250.24
	1955-4		403.29	403.29	166.00	237.29
	1956-1	15.65	406.27	421.92	403.83	18.09
	1956-2		436.14	436.14	136.86	299.28
	1957-1		438.26	438.26	405.75	32.51
	1958-1	10.39	409.02	419.41	303.77	115.64
	1958-2	25.17	412.57	437.74		437.74
	1958-3		438.29	438.29	335.67	102.62
	1958-4		423.85	423.85	277.26	146.59
	1959-2		472.85	472.85	333.96	138.89
	1960-1		470.56	470.56	335.80	134.76
	1960-2	30.77	478.94	509.71	404.40	105.31
	1960-4		444.61	444.61	230.77	213.84
	1961-1	25.40	429.74	455.14	207.04	248.10
	1961-2	30.06	469.63	499.69	300.19	199.50
						$2,822.09
91.						
HAYNES, Ida	1955-3		370.24	370.24	102.65	267.59
	1955-4		403.29	403.29	92.27	311.02
	1956-1	15.65	406.27	421.92	154.55	267.37
	1956-2		436.14	436.14	113.03	323.11
	1956-3	27.18	383.65	410.83	133.79	277.04
	1956-4	9.74	356.50	366.24	113.03	253.21
	1957-1		438.26	438.26	123.41	314.85
	1957-2	26.69	429.36	456.05	113.03	343.02
	1957-3		406.50	406.50	133.79	272.71
	1957-4		234.86	234.86	72.66	162.20
	1958-2	25.17	272.65	297.82	87.19	210.63
	1958-3		438.29	438.29	124.56	313.73
	1958-4		423.85	423.85	124.56	299.29
	1959-1	13.81	470.99	484.80	166.08	318.72
	1959-2		472.85	472.85	124.56	348.29
	1959-3	29.45	447.86	477.31	145.32	331.99
	1959-4	18.17	433.96	452.13	103.80	348.33
	1960-1		470.56	470.56	166.08	304.48
91. (Continued)						
HAYNES, Ida	1960-2	$30.77	$478.94	$509.71	$124.56	$385.15
	1960-3		428.05	428.05	145.32	282.73
	1960-4		444.61	444.61	124.56	320.05
	1961-1	25.40	429.74	455.14	124.56	330.58
	1961-2	30.06	469.63	499.69	145.32	354.37
						$6,940.46

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
92.						
HEAD, Marguerite	1955-2		130.45	130.45		130.45
93.						
HENDERSON, Victoria	1955-2	23.61	310.45	334.06	130.51	203.55
	1956-3	27.18	383.65	410.83	386.50	24.33
	1957-1		438.26	438.26	415.25	23.01
	1957-2	26.69	429.96	456.65	396.50	60.15
	1957-3		406.50	406.50	169.25	237.25
	1958-3		438.29	438.29	173.00	265.29
	1958-4		423.85	423.85	116.00	307.85
	1959-1	13.81	470.99	484.80	425.00	59.80
	1960-1		470.56	470.56	383.70	86.86
	1960-2	30.77	478.94	509.71	209.75	299.96
	1960-3		428.05	428.05	384.25	43.80
	1960-4		444.61	444.61	434.78	9.83
	1961-1	25.40	429.74	455.14	307.72	147.42
	1961-2	30.06	469.63	499.69		499.69
						$2,268.79
94.						
HICKS, Rose Marie	1955-2	23.61	327.63	351.24		351.24
	1955-3		370.24	370.24		370.24
	1955-4		403.29	403.29		403.29
	1956-1	15.65	406.27	421.92	121.78	300.14
	1956-2		436.14	436.14	399.70	36.44
	1956-3	27.18	383.65	410.83	330.10	80.73
	1956-4	9.69	356.50	366.19	332.95	33.24
	1957-1		438.26	438.26	351.52	86.74
	1957-2	26.69	429.96	456.65	447.10	9.55
	1957-4		381.47	381.47	97.60	283.87
	1958-1	10.39	409.02	419.41	338.50	80.91
	1958-2	25.17	412.57	437.74	348.30	89.44
	1958-4		423.85	423.85	284.85	139.00
	1959-1	13.81	470.99	484.80	47.00	437.80
	1959-2		472.85	472.85	39.00	433.85
	1959-3	29.45	447.86	477.31	473.80	3.51
	1960-2	30.77	478.94	509.71	490.63	19.08
	1960-3		428.05	428.05	420.29	7.76
	1960-4		444.61	444.61	423.88	20.73
	1961-1	25.40	429.74	455.14	341.38	113.76
	1962-2	30.06	469.63	499.69	245.26	254.43
						$3,555.75

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
95. HILL, Bertha						None
96. HOLDEN, Helen						None
97. HOLLINGSHED, Gennie						None
98. HUBBARD, Ruth	1955-2	$23.61	$327.63	$351.24	$224.00	$127.24
	1955-3		370.24	370.24	260.00	110.24
	1955-4		403.29	403.29	260.00	143.29
						$380.77
99. HUGHES (JOHNSON) Ninnie	1955-2	23.61	327.63	351.24	302.70	48.54
100. JACKSON, Eleanora	1955-2	23.61	327.63	351.24	33.00	318.24
	1955-3		165.25	165.25	24.00	141.25
						$459.49
101. JACKSON, Louise	1955-2	23.61	250.69	274.30		274.30
	1955-3		370.24	370.24	220.00	150.24
	1955-4		403.29	403.29	294.00	109.29
	1956-1	15.65	406.27	421.92	273.00	148.92
	1956-2		436.14	436.14	273.00	163.14
	1956-3	27.18	383.65	410.83	273.00	137.83
	1956-4	9.74	356.50	366.24	280.00	86.24
	1957-1		438.26	438.26	338.00	100.26
	1957-2	26.69	429.96	456.65	338.00	118.65
	1957-3		406.50	406.50	325.00	81.50
	1957-4		381.47	381.47	338.00	43.47
	1958-1	10.39	409.02	419.41	338.00	81.41
	1958-2		412.57	412.57	338.00	74.59
	1958-3		438.29	438.29	338.00	100.29
	1958-4		423.85	423.85	338.00	85.85
	1959-1	13.81	470.99	484.80	338.00	146.80

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1959-2		472.85	472.85	338.00	134.85
	1959-3	29.45	447.86	477.31	156.00	321.31
	1959-4	18.17	433.96	452.13	338.00	114.13
	1960-1		470.56	470.56	338.00	132.56
	1960-2	30.77	478.94	509.71	338.00	171.71
	1960-3		428.05	428.05	338.00	90.05
	1960-4		444.61	444.61	338.00	106.61
	1961-1	25.40	429.71	455.11	338.00	117.11
	1961-2	30.06	469.63	499.69	338.00	161.69
						$3,252.78
102.						
JEFF	1956-1		261.31	261.31	72.00	189.31
(CLARK),	1956-2		436.14	436.14	300.00	136.14
Catherine	1956-4	9.74	356.50	366.24	204.00	162.24
	1957-1		438.26	438.26	245.50	192.76
	1958-1	10.39	409.02	419.41	204.00	215.41
	1958-2	25.17	412.57	437.74	9.00	428.74
	1958-3		438.29	438.29	107.50	330.79
102. (Continued)						
JEFF	1958-4	$	$423.85	$423.85	$222.55	$201.30
(CLARK),	1959-1	13.81	470.99	484.80	236.50	248.30
Catherine	1959-2		293.31	293.31	154.80	138.51
	1959-4	18.17	325.17	343.34		343.34
	1960-1		470.56	470.56		470.56
	1960-2	30.77	478.94	509.71		509.71
	1960-3		428.05	428.05	73.10	354.95
	1960-4		444.61	444.61	233.75	210.86
	1961-1	25.40	429.74	455.14	253.70	201.44
	1961-2	30.06	469.63	499.69	150.86	348.83
						$4,683.19
103.						
JOHNSON,	1954-3		122.23	122.23		122.23
Eunice	1955-2	23.61	372.44	396.05	110.00	286.05
	1955-3		370.24	370.24	347.50	22.74
	1955-4		403.29	403.29	275.00	128.29
	1956-2		436.14	436.14	330.00	106.14
	1956-4	9.74	356.50	366.24	330.00	36.24
	1957-1		438.26	438.26	104.00	334.26
	1957-4		381.47	381.47	252.00	129.47
	1958-1	10.39	409.02	419.41	78.00	341.41
	1958-2	25.17	412.57	437.74	84.00	353.74
	1958-3		438.29	438.29	97.00	341.29
	1958-4		423.85	423.85	299.05	124.80
	1959-1	13.81	470.99	484.80	130.48	354.32

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1959-2		472.85	472.85	4.00	468.85
	1959-4	18.17	433.96	452.13		452.13
	1960-2	30.77	478.94	509.71	25.00	484.71
	1960-4		444.61	444.61	100.00	344.61
	1961-1	25.40	429.74	455.14		455.14
	1961-2	30.06	469.63	499.69		499.69
						$5,386.11
104. JOHNSON, Louella	1955-2	23.61	264.91	288.52	225.00	63.52
	1955-3		117.65	117.65	109.45	8.20
						$71.72
105. JOHNSON, Maybelle						None
106. JOHNSON, Olivia	1955-2		80.68	80.68		80.68
107. JOHNSON, Verna						None
108. JOHNSON, Virginia	1955-2	23.61	327.63	351.24		351.24
	1955-3		129.47	129.47		129.47
						$480.71
109. JOLLY (CAHN), Ruth	1955-4		185.99	185.99	180.00	5.99
	1956-1	15.65	406.27	421.92	390.00	31.92
	1956-2		436.14	436.14	390.00	46.14
						$84.05
110. JONES, Edna	1955-2	$	$ 59.03	$ 59.03	$	$ 59.03
111. JONES (TAYLOR), Shirley	1955-2	23.61	310.45	334.06	270.00	64.06

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
112.						
JOSHUA, Olivia	1955-2		76.93	76.93		76.93
113.						
KEELER, Johnnie Mae	1955-2	23.61	310.45	334.06	36.55	297.51
	1955-3		123.56	123.56		123.56
						$421.07
114.						
KELLY, Dorothy	1955-2		59.17	59.17	56.00	3.17
115.						
KIMBLE, Alnetta	1955-2	23.61	57.43	81.04		81.04
116.						
LANDRY, Lela Mae Coston	1955-2	25.12	327.63	352.75	229.50	123.25
	1955-3		370.24	370.24	274.50	95.74
	1955-4		403.29	403.29	274.50	128.79
	1956-1	15.65	406.27	421.92	286.09	135.83
	1956-2		436.14	436.14	289.50	146.64
	1956-3	27.18	383.65	410.83	302.00	108.83
	1956-4	9.74	356.50	366.24	304.50	61.74
	1957-1		438.26	438.26	304.50	133.76
	1958-2	25.17	412.57	437.74	300.18	137.56
	1958-3		438.29	438.29	393.50	44.79
	1959-1	13.81	470.99	484.80	416.07	68.73
	1959-3	29.45	223.93	253.38	209.94	43.44
	1959-4	18.17	433.96	452.13	395.85	56.28
	1960-1		470.56	470.56	400.37	70.19
	1960-4		444.61	444.61	403.91	40.70
	1961-2	30.06	469.63	499.69	384.65	115.04
						$1,511.31
117.						
LANIER, Elmarie						None
118.						
LANIER, Ernestine						None

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
119. LA ROCHE, Sophie						None
120. LA ROSE, Gertrude	1955-2		237.67	237.67	132.00	105.67
121. LARRIEU, Louis						None
122. LEARSON, Dorothy	1957-4	$	$381.47	$381.47	$153.00	$228.47
	1961-1	25.40	429.74	455.14	75.00	380.14
	1961-2	30.06	469.63	499.69	80.00	419.69
						$1,028.30
123. LE BEAU, Edna	1955-2		88.83	88.83	16.56	72.27
124. LEE, Ruby	1955-2		47.07	47.07		47.07
125. LESENE, Amelia						None
126. LEWIS, Audrey	1955-2	23.61	327.63	351.24	173.40	177.84
127. LEWIS, Doris						None
128. LEWIS, JR. Leonard T.	1955-2	11.11	543.54	554.65	529.01	25.64
	1956-1		875.32	875.32	816.53	58.79
	1956-2		642.18	642.18	553.43	88.75
	1957-1		682.36	682.36	675.75	6.61
	1957-3		706.53	706.53	612.00	94.53
	1958-2	20.29	654.17	674.46	535.35	139.11

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1958-3		654.81	654.81	601.80	53.01
	1958-4		682.95	682.95	621.88	61.07
	1959-3	30.44	742.59	773.03	716.45	56.58
	1960-1		878.89	878.89	821.30	57.59
	1960-3		708.53	708.53	498.36	210.17
	1960-4		776.19	776.19	767.04	9.15
	1961-2	33.26	1,030.48	1,063.74	498.88	564.86
						$1,425.86
130.						
LODGE, Kathleen	1955-3		370.24	370.24		370.24
	1955-4		403.29	403.29	30.19	373.10
	1956-1	15.65	406.27	421.92	232.87	189.05
	1956-2		436.14	436.14		436.14
	1956-3	27.18	383.65	410.83		410.83
	1957-3		406.50	406.50	335.12	71.38
	1958-2	25.17	412.57	437.74	429.00	8.74
	1959-1	13.81	470.99	484.80	416.00	68.80
	1959-2		472.85	472.85	316.80	156.05
						$2,084.33
129.						
LOCKETT, Marie						None
131.						
LOTTEN, Herbert	1956-1	$	$717.90	$717.90	$637.65	$ 80.25
	1956-2		672.15	672.15	651.25	20.90
	1956-3	17.96	683.15	701.11	650.00	51.11
	1957-2		662.82	662.82	662.00	.82
	1958-3		712.03	712.03	689.00	23.03
	1959-2		746.85	746.85	689.00	57.85
	1959-3	30.44	687.80	718.24	689.00	29.24
	1960-1		756.07	756.07	636.00	120.07
	1960-2	30.77	806.83	837.60	689.00	148.60
	1960-4		842.05	842.05	742.00	100.05
	1961-1		866.56	866.56	689.00	177.56
	1961-2	33.26	956.45	989.71	689.00	300.71
						$1,110.19
132.						
LYONS, Lorraine	1955-2		280.46	280.46		280.46
	1956-1	15.65	232.94	248.59	131.25	117.34
	1956-2		208.26	208.26		208.26
						$607.06

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
133.						
MC KINNIE, Loetha	1955-2		23.78	23.78	15.00	8.78
134.						
MAGEE,	1955-2	23.61	280.56	304.17		304.17
Vivian	1955-3		370.24	370.24	240.15	130.09
	1955-4		271.30	271.30	229.08	42.22
						$476.48
135.						
MARGIN,	1955-2	23.61	327.63	351.24	185.74	165.50
Eleanor	1955-3		135.38	135.38	109.26	26.12
						$191.62
136.						
MARSHALL, Dorothy	1955-2		59.02	59.02		59.02
137.						
MARSHALL,	1955-2	23.61	310.45	334.06	120.00	214.06
Willie	1955-3		370.24	370.24	262.39	107.85
	1955-4		403.29	403.29	237.51	165.78
	1956-2		194.32	194.32	175.00	19.32
	1956-3	27.18	383.65	410.83	393.31	17.52
						$524.53
138.						
MARTIN,	1955-2	23.61	327.63	351.24		351.24
Eliska	1955-4		403.29	403.29	374.13	29.16
	1956-3	27.19	383.65	410.84	384.00	26.84
						$407.24
139.						
MARTIN,	1955-1	$	$531.83	$531.83	$246.98	$284.85
Noel	1956-1	9.26	530.09	539.35	290.23	249.12
	1956-3	9.93	447.57	457.50	422.39	35.11
	1956-4	9.93	496.99	506.92	392.10	114.82
	1957-1		510.72	510.72	246.15	264.57
	1959-2		534.50	534.50	467.00	67.50
	1960-1		559.34	559.34	511.00	48.34
	1960-4		488.59	488.59	195.00	293.59
						$1,357.90

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
140.						
MATTHEWS, Gloria	1955-2	23.61	203.13	226.74	156.96	69.78
	1955-3		76.27	76.27	33.90	42.37
						$112.15
141.						
MERRIDITH, Geraldine	1955-2	23.61	327.63	351.24	104.00	247.24
	1955-3		15.16	15.16	7.69	7.47
						$254.71
142.						
MONETTE, Roberta	1955-2		41.10	41.10		41.10
143.						
MONTGOMERY Bessie	1955-3		205.00	205.00	103.50	101.50
	1955-4		403.29	403.29	227.26	176.03
	1956-1	15.65	406.27	421.92	301.00	120.92
	1957-1		438.26	438.26	397.06	41.20
	1958-1	11.05	409.02	420.07	318.73	101.34
	1958-2	25.17	412.57	437.74	410.54	27.20
	1958-3		438.29	438.29	349.29	89.00
	1959-1	13.81	470.99	484.80	376.74	108.06
	1959-2		180.73	180.73	156.35	24.38
	1960-2	30.76	478.94	509.70	400.55	109.15
	1960-3		428.05	428.05	400.55	27.50
	1960-4		444.61	444.61	352.95	91.66
	1961-1	25.40	429.74	455.14	422.66	32.48
	1961-2	30.06	469.63	499.69	397.26	102.43
						$1,152.85
144.						
MOORE, Leola	1955-2	23.61	131.81	155.42	34.20	121.22
	1955-3		17.73	17.73	4.00	13.73
						$134.95
145.						
MOORE, Orelia	1955-2		53.81	53.81		53.81
146.						
MORRISON, Elouise						None

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
147.						
MOTEN, Lena	1955-2		47.07	47.07		47.07
148.						
MYERS (KING), Mandy	1955-1		212.18	212.18	203.52	8.66
149.						
NASH (HALL), Adele R.	1955-2	$23.61	$327.63	$351.24	$260.00	$ 91.24
	1955-3		370.24	370.24	310.00	60.24
	1955-4		403.29	403.29	250.00	153.29
	1957-3		406.50	406.50	160.00	246.50
	1957-4		381.47	381.47	220.00	161.47
	1958-1	10.39	409.02	419.41	280.00	139.41
	1958-2	25.17	412.57	437.74	280.00	157.74
	1958-3		438.29	438.29	240.00	198.29
	1958-4		423.85	423.85	240.00	183.85
	1959-1	13.81	470.99	484.80	320.00	164.80
	1959-2		472.85	472.85	240.00	232.85
	1959-3	29.45	447.86	477.31	280.00	197.31
	1959-4	18.17	433.96	452.13	325.00	127.13
	1960-1		470.56	470.56	320.00	150.56
	1960-2	30.77	478.94	509.71	325.00	184.71
	1960-3		428.05	428.05	240.00	188.05
	1960-4		444.61	444.61	250.00	194.61
	1961-1	25.40	429.74	455.14	315.00	140.14
	1961-2	30.06	469.63	499.69	325.00	174.69
						$3,146.88
150.						
NEWMAN, Marietta	1955-2	23.61	327.63	351.24		351.24
	1955-3		370.24	370.24		370.24
	1955-4		403.29	403.29	234.00	169.29
	1956-1	15.65	406.27	421.92	390.00	31.92
	1956-2		436.14	436.14	390.00	46.14
	1956-3	27.18	383.65	410.83	390.00	20.83
	1957-1		438.26	438.26	390.00	48.26
	1957-2	26.69	429.96	456.65	390.00	66.65
	1957-4		381.47	381.47		381.47
	1958-2		452.27	452.27	372.01	80.26
						$1,566.30

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
151.						
NEWTON, Rosie Lee	1955-2	23.61	244.75	268.36	226.88	41.48
152.						
NICHOLAS (MARTIN), Clothilde	1955-2	23.61	9.10	32.71	7.88	24.83
	1955-3		110.74	110.74	80.44	30.30
						$55.13
153.						
OCAMPO, Desideria	1954-3		303.64	303.64	42.00	261.64
	1954-4	8.41	394.72	403.13	102.64	300.49
	1955-1		387.06	387.06	180.16	206.90
	1955-2	23.61	372.44	396.05	48.00	348.05
	1955-3		370.24	370.24	113.81	256.43
	1956-1	15.65	406.27	421.92	419.10	2.82
	1956-3	27.18	383.65	410.83	289.31	121.52
	1960-2	30.77	478.94	509.71	465.39	44.32
	1961-2	30.06	469.63	499.69	354.24	145.45
						$1,687.62
154.						
PARKER, Anna						None
155.						
PARKER, Shirley	1955-2	$23.61	$244.99	$268.60	$190.23	$ 78.37
156.						
PARNELL, Yvonne	1955-2	23.61	27.58	51.19		51.19
	1956-1	15.65	406.27	421.92	54.00	367.92
	1956-2		436.14	436.14	234.00	202.14
	1956-3	27.18	383.65	410.83	234.00	176.83
	1956-4	9.74	356.50	366.24	234.00	132.24
	1957-1		438.26	438.26	156.00	282.26
	1957-2	26.69	429.96	456.65	156.00	300.65
	1957-3		406.50	406.50	156.00	250.50
	1957-4		381.47	381.47	156.00	225.47
	1958-1	10.39	409.02	419.41	156.00	263.41
	1958-2		178.85	178.85	72.00	106.85
	1958-3		378.11	378.11	200.00	178.11
	1958-4		423.85	423.85	240.00	183.85
	1959-1	13.81	470.99	484.80	320.00	164.80
	1959-2		472.85	472.85	240.00	232.85

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1959-3	29.45	447.86	447.31	280.00	197.31
	1959-4	18.17	433.96	452.13	200.00	252.13
	1960-1		470.56	470.56	320.00	150.56
	1960-2	30.77	478.94	509.71	240.00	269.71
	1960-3		428.05	428.05	280.00	148.05
	1960-4		444.61	444.61	240.00	204.61
	1961-1	25.40	429.74	455.14	240.00	215.14
	1961-2	30.06	469.63	499.69	280.00	219.69
						$4,776.27
157. PATTERSON, Elnora						None
158. PENN (SMITH), Gloria	1955-2		70.99	70.99	65.99	5.00
159. PHILLIPS (HEARNS), Louise	1955-2	23.61	327.63	351.24	5.00	346.24
	1955-3		82.18	82.18		82.18
						$428.42
160. POWELL, Melvina	1955-2	23.61	71.06	94.67	11.81	82.86
	1955.3		76.27	76.27	69.19	7.08
						$89.94
161. PROCTOR, Mildred	1955-2	23.61	286.54	310.15		310.15
	1955-3		370.24	370.24	290.29	79.95
	1955-4		403.29	403.29	101.91	301.38
	1956-1	15.65	406.27	421.92	262.95	158.97
	1956-2		6.83	6.83		6.83
						$857.28
162. RANDALL, Edna	1955-1	$	$ 29.56	$ 29.56	$ 9.94	$ 19.62
	1955-2		209.21	209.21		209.21
						$228.83

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
163.						
RAPP (BENNETT), Gloria	1955-2		41.85	41.85		41.85
164.						
RAY	1955-3		370.24	370.24	360.00	10.24
(BLANCHARD),	1955-4		403.29	403.29	360.00	43.29
Wilhelmina	1956-1	15.65	406.27	421.92	390.00	31.92
	1956-2		436.14	436.14	390.00	46.14
	1956-3	27.18	383.65	410.83	390.00	20.83
	1957-1		438.26	438.26	416.00	22.26
	1957-2	26.69	429.96	456.65	416.00	40.65
	1958-1	10.39	409.02	419.41	416.00	3.41
	1958-2	25.17	412.57	437.74	416.00	21.74
	1958-3		438.29	438.29	416.00	22.29
	1958-4		423.85	423.85	416.00	7.85
	1959-1	13.81	470.99	484.80	416.00	68.80
	1959-2		472.85	472.85	401.00	71.85
	1959-3	29.45	447.86	477.31	167.50	309.81
	1960-1		470.56	470.56	66.75	403.81
	1960-2	30.77	478.94	509.71	100.00	409.71
	1960-3		428.05	428.05	25.00	403.05
	1960-4		444.61	444.61		444.61
	1961-1	25.40	429.74	455.14		455.14
						$2,837.40
165.						
RECASNER,	1955-2	23.61	327.63	351.24		351.24
Isabelle	1955-3		370.24	370.24		370.24
	1955-4		403.29	403.29	371.69	31.60
						$753.08
166.						
REED,	1955-3		163.32	163.32	132.00	31.32
Dorothy	1955-4		348.40	348.40	242.00	106.40
Kearney	1956-2		160.76	160.76	99.00	61.76
	1956-3	27.18	383.65	410.83	343.27	67.56
	1956-4	9.74	329.63	339.37	282.21	57.16
	1957-2	26.69	422.96	449.65	390.00	59.65
	1957-3		406.50	406.50	390.00	16.50
	1958-4		423.85	423.85	214.50	209.35
	1959-1	13.81	470.99	484.80	214.50	270.30
	1959-2		472.85	472.85	214.50	258.35
	1960-1		470.56	470.56	214.50	256.06

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1960-2	30.77	478.94	509.71	214.50	295.21
	1960-3		428.05	428.05	214.50	213.55
	1960-4		444.61	444.61	192.50	252.11
	1961-1	25.40	429.74	455.14	143.00	312.14
	1961-2	30.06	247.63	277.69	77.00	200.69
						$2,668.11
167.						
REEVES, Nerlie	1955-2		245.60	245.60	96.00	149.60
168.						
RICHARD, Pearl (Deceased)	1955-2	$	$176.61	$176.61	$	$176.61
169.						
RICHARDSON, Rose	1955-2	23.61	327.63	351.24		351.24
	1955-3		21.27	21.27		21.27
						$372.51
170.						
ROBERTSON, Adele	1956-3	27.18	383.65	410.83	54.41	356.42
171.						
ROLLINS, Geraldine	1955-2	23.61	310.45	334.06	150.00	184.06
	1955-3		117.65	117.65	109.00	8.65
						$192.71
172.						
RUBIT, Dorothy B.	1955-2	23.61	327.63	351.24		351.24
	1956-3		126.29	126.29		126.29
	1956-4	9.74	139.85	149.59	64.00	85.59
	1957-3		406.50	406.50	168.00	238.50
	1958-1	10.39	409.02	419.41	312.25	107.16
	1958-2	25.17	412.57	437.74		437.74
	1958-3		438.29	438.29	128.50	309.79
	1958-4		423.85	423.85	8.00	415.85
	1959-1	13.81	470.99	484.80		484.80
	1959-2		472.85	472.85		472.85
	1959-3	29.45	447.86	477.31	466.20	11.11
	1961-2	30.06	469.63	499.69	309.34	190.35
						$3,226.27

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
173.						
RUBIT,	1955-2	23.61	327.63	351.24		351.24
Dorothy P.	1955-3		27.38	27.38		27.38
						$378.62
174.						
SANDERS	1955-2	23.61	292.51	316.12	190.00	126.12
(NEWSOM),	1955-3		370.24	370.24	247.00	123.24
Ada						$249.36
175.						
SAWYER, Ellen						None
176.						
SCOTT,	1955-2		59.03	59.03		59.03
Delores						
177.						
SEATON,						None
Rebecca						
178.						
SHELTON	1955-2	23.61	327.63	351.24	7.88	343.36
(PATTERSON),	1955-3		76.27	76.27	69.19	7.08
Clara						$350.44
179.						
SIMPSON,						None
Lillie						
180.						
SMITH,						None
Leonardine						
181.						
SMITH,						None
Octavia						
182.						
SONIA,						None
Rose Mary						

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
183.						
STEWART (BATES),	1955-2	$23.61	$327.63	$351.24	$	$351.24
	1955-3		76.27	76.27		76.27
						$427.51
184.						
TAPLIN (DUNCAN), Dorothy	1955-2		29.87	29.87	12.42	17.45
185.						
TAYLOR, Mary						None
186.						
THOMAS (WASHINGTON), Luvenia	1955-2	23.61	327.63	351.24	33.29	317.95
	1955-3		27.38	27.38	14.25	13.13
						$331.08
187.						
THOMAS, Mary						None
188.						
THOMAS, Mignonette	1955-3		205.00	205.00		205.08
	1955-4		403.29	403.29		403.29
	1956-1		406.27	406.27		406.27
	1956-2		302.83	302.83		302.83
						$1,317.39
189.						
THORNTON, Jesenu	1955-2	23.61	327.63	351.24		351.24
	1955-3		195.11	195.11		195.11
						$546.35
190.						
THORNTON, Rosalie	1955-2	23.61	232.68	256.29	250.92	5.37
	1955-3		370.24	370.24	189.77	180.47
	1956-1	15.65	406.27	421.92	360.27	61.65
	1956-2		436.14	436.14	327.13	109.01
	1956-3	27.18	383.65	410.83	217.50	193.33
	1957-1		438.26	438.26	305.50	132.76
	1957-2	26.69	429.96	456.65	420.76	35.89

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
	1957-3		406.50	406.50	157.05	249.00
	1958-1	10.39	409.02	419.41	206.50	212.91
	1958-2	25.17	274.67	299.84	88.00	211.84
	1958-4		82.20	82.20		82.20
	1959-1	13.81	470.99	484.80	65.75	419.05
	1959-2		472.85	472.85	164.25	308.60
	1959-3	29.45	447.86	477.31	177.25	300.06
	1960-1		470.56	470.56	225.37	245.19
	1960-2	30.77	478.94	509.71	359.74	149.97
190. (Continued)						
THORNTON, Rosalie	1960-3	$	$192.64	$192.64	$118.25	$ 74.39
	1960-4		68.16	68.16	64.00	4.16
	1961-1	25.40	429.74	455.14	174.62	280.52
	1961-2	30.06	469.63	499.69	239.50	260.19
						$3,516.56
191.						
VALENTINE, Hilda	1955-2	23.61	327.63	351.24		351.24
	1955-3		27.38	27.38		27.38
						$378.62
192.						
WALKER, Hattie	1955-2	23.61	310.45	334.06	221.92	112.14
	1955-3		370.24	370.24	321.56	48.68
	1955-4		403.29	403.29	344.42	58.87
	1958-1	10.39	409.02	419.41	109.91	309.50
	1958-2	25.17	412.57	437.74		437.74
	1958-3		438.29	438.29	45.50	392.79
	1958-4		423.85	423.85	285.70	138.15
	1959-1	13.81	470.99	484.80	375.85	108.95
	1959-2		472.85	472.85	419.99	52.86
	1959-4	18.17	433.96	452.13	100.00	352.13
	1960-1		470.56	470.56	106.12	364.44
	1960-2	30.77	478.94	509.71	297.00	212.71
	1960-3		428.05	428.05	130.00	298.05
	1960-4		444.61	444.61	225.80	218.81
	1961-1	25.40	429.74	455.14		455.14
	1961-2	30.06	469.63	499.69	347.75	151.94
						$3,712.90

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
193.						
WALKER, Marjorie	1955-1		17.73	17.73		17.73
	1955-2	23.61	372.44	396.05		396.05
	1955-3		370.24	370.24	76.58	293.66
	1955-4		403.29	403.29	355.65	47.64
	1956-1	15.65	406.27	421.92	275.73	146.19
	1956-2		436.14	436.14	267.86	168.28
	1956-4	9.74	356.50	366.24	348.50	17.74
	1957-1		438.26	438.26	309.50	128.76
	1957-2	26.69	429.96	456.65	326.05	130.60
	1958-1	9.45	409.02	418.47	294.85	123.62
	1958-2	25.17	412.57	437.74	9.20	428.54
	1958-3		438.29	438.29	422.20	16.09
	1958-4		423.85	423.85	337.40	86.45
	1960-2	30.77	478.94	509.71	342.44	167.27
	1960-4		444.61	444.61	205.93	238.68
	1961-1	25.40	429.74	455.14	287.19	167.95
	1961-2	30.06	469.63	499.69	435.38	64.31
						$2,639.56
194.						
WALLACE, Alma	1955-4	$	$115.27	$115.27	$ 18.72	$ 96.55
	1956-1	15.65	406.27	421.92	317.50	104.42
	1956-2		436.14	436.14	261.59	174.55
	1956-4	9.74	200.68	210.42	73.32	137.10
	1957-1		438.26	438.26	281.15	157.11
	1957-2	26.69	429.96	456.65	259.98	196.67
	1957-3		406.50	406.50	261.65	144.85
	1957-4		381.47	381.47	303.48	77.99
	1959-1	13.81	470.99	484.80	199.51	285.29
	1959-2		472.85	472.85	276.16	196.69
	1959-3	29.45	447.86	477.31	449.50	27.81
	1959-4	18.17	433.96	452.13	286.50	165.63
	1960-2	30.77	478.94	509.71	452.12	57.59
	1960-3		428.05	428.05	190.31	237.74
	1960-4		444.61	444.61	347.48	97.13
	1961-1	25.40	429.74	455.14	317.11	138.03
	1961-2	30.06	469.63	499.69	404.00	95.69
						$2,390.84
195.						
WASHINGTON, Beatrice	1955-2	23.61	310.45	334.06	292.87	41.19
	1955-3		117.65	117.65	71.81	45.84
						$87.03

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
196.						
WASHINGTON, Dorothy	1955-1		163.08	163.08		163.08
	1955-2		257.17	257.17	237.40	19.77
						$182.85
197.						
WASHINGTON, Lulu Mae						None
198.						
WATFORD, Fannie	1955-2	23.61	327.63	351.24	91.30	259.94
	1955-3		370.24	370.24	107.90	262.34
	1956-3	27.18	383.65	410.83		410.83
	1957-1		265.50	265.50	225.00	40.50
						$973.61
199.						
WATSON, Mabel						None
200.						
WEATHERSBY, Dorothy						None
201.						
WHITE, Beatrice	1955-2	23.61	327.63	351.24	23.82	327.42
	1956-1	15.65	406.27	421.92	334.23	87.69
	1956-2		436.14	436.14	61.83	374.31
	1956-3	27.18	383.65	410.83	74.50	336.33
	1956-4	9.74	356.50	366.24	96.55	269.69
	1958-1	10.39	163.61	174.00	130.00	44.00
	1958-2	25.17	165.03	190.20	130.00	60.20
	1958-3		175.32	175.32	130.00	45.32
	1958-4		169.54	169.54	130.00	39.54
	1961-1	25.40	171.90	197.30	130.00	67.30
	1961-2	30.06	187.85	217.91	130.00	87.91
						$1,739.71
202.						
WILLIAMS, Alice	1955-2	$	$ 35.17	$ 35.17	$ 24.84	$ 10.33

Employee	Year & Quarter	Bonus (Gross)	Wages (Gross)	Total Gross	Interim Earnings	Net Backpay
203.						
WILLIAMS, Helen						None
204.						
WILLIAMS, Marion	1955-2	23.61	327.63	351.24	95.00	256.24
	1955-3		370.24	370.24	350.00	20.24
	1955-4		403.29	403.29	325.00	78.29
	1956-1	15.65	90.12	105.77	80.00	25.77
						$380.54
205.						
WOODFORK, Yvonne						None
206.						
WOODRIDGE, Estella	1955-3		11.77	11.77		11.77
	1955-4		403.29	403.29	8.00	395.29
	1956-1	15.65	406.27	421.92		421.92
	1956-2		436.14	436.14		436.14
	1956-3	27.18	383.65	410.83		410.83
	1956-4	9.74	356.50	366.24		366.24
	1957-1		438.26	438.26		438.26
	1957-2	26.69	429.96	456.65		456.65
	1957-3		406.50	406.50		406.50
	1957-4		381.47	381.47		381.47
	1958-1	10.38	34.50	44.88		44.88
						$3,769.95
207.						
ZENO, Audrey	1955-2		237.69	237.69	17.30	220.39

Cumulative Total (as of June 30, 1961) $160,894.69

UNITED STATES OF AMERICA

BEFORE THE
NATIONAL LABOR RELATIONS BOARD
FIFTEENTH REGION

Cases Nos. 15-CA-721, 15-CA-723

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

and

AMALGAMATED CLOTHING WORKERS OF AMERICA,
AFL-CIO

BACKPAY SPECIFICATION AND NOTICE OF HEARING

The National Labor Relations Board on February 13, 1956, issued its Decision and Order (hereinafter referred to as the Board's Order) directing, *inter alia*, that Respondent, J. H. Rutter-Rex Manufacturing Company, Inc., upon application, offer immediate and full reinstatement to their former or substantially equivalent position to all those employees who went out on strike on April 21, 1954, or thereafter, without prejudice to their seniority or other rights and privileges, dismissing if necessary all persons hired on or after that date, and make such applicants whole for any loss of pay suffered during the period from five days after the date of their applications for reinstatement, to the date of Respondent's offer of reinstatement. The United States Court of Appeals for the Fifth Circuit on August 19, 1957, entered its Decree (hereinafter referred to as the Court Decree) enforcing the Board's Order. A controversy having arisen over the amount of backpay due under the terms of the Board's Order, the Regional Director of the National Labor Relations Board for the Fifteenth Region, pursuant to authority duly conferred upon him by the Board, hereby issues this Backpay Specification and alleges that the backpay due under the Board's Order is as follows:

I.

LIST OF DISCRIMINATEES

The employees listed below are required to be made whole in accordance with the Board's Order. They are employees who went out on strike on or after April 21, 1954, and applied for reinstatement on various dates thereafter and were not reinstated, as required by the terms of the Board's Order, within five (5) days after the date of their applications.

1. Alexander, Estrella
2. Alexander, Iworner
3. Alexcee, Irene
4. Allen, Victoria
5. Alonzo, Caledonie
6. Anderson, Beatrice
7. Anderson, Carrie Daur
8. Anderson, Dora
9. Angrum, Ida M.
10. August, Gloria (Brown)
11. Aultman, Clarinda
12. Banks, Marion
13. Barnes, Sonora (Rochon)
14. Bentley, Helen
15. Berry, Ira Mae
16. Bickham, Amanda
17. Bowles, Dorie Earline
18. Bozonier, Marguerite
19. Breaud, Leonce
20. Brimmer, Bell B.
21. Brooks, Millie M.
22. Brown, Bessie
23. Brown, Elvera M.
24. Brown, Evangeline C.
25. Brown, Idele
26. Brown, Marguerite
27. Brumfield, Ruth
28. Bryant, Miriam
29. Burkhalter, Ola Mae
30. Burns, Elizabeth
31. Burns, Hazel
32. Campbell, Rose
33. Carr, Katie Ruth
34. Carter, Mary Louise
35. Cerf, Raymond
36. Cheri, Miriam
37. Clay, Helen
38. Clements, Lillie Mae
39. Coaston, Lucille
40. Coleman, Wilhelmina (Woods)
41. Columbus, Juanita
42. Cooper, Bessie (Lee)
43. Cornish, Estella
44. Coston, Ethel
45. Courseault, Shirley M. (Mercadel)
46. Crawford, Shirley
47. Cropper, Clara
48. Dandridge, Dorothy
49. Darensbourg, Irma
50. Davis, Elvera L.
51. Davis, Georgiana (Dervisa)
52. Davis, Lenora
53. Davis, Thelma (Mathews)
54. Delpit, Gloria
55. Delpit, Mathilda
56. Denley, Alice T. (Gabriel)
57. Dixon, Gloria
58. Drake, Elizabeth
59. Duckett, Norma S.
60. Dufauchard, Arthemise
61. Dunn, Stella
62. Eddington, Isabella
63. Edgerson, Shirley
64. Evans, Alice H.
65. Farria, Vivian
66. Ferguson, Pearl
67. Fernandez, Minnie Mae
68. Fontenberry, Cleo
69. Foreman, Ethel M.
70. Fountain, Genever

71. Francis, Edna
72. Franklin, Zearlee
73. Fulton, Vera
74. Gabriel, Geneva
75. Gamble, Indiana (Plummer)
76. Gant, Mary
77. Givens, Catherine
78. Green, Dorothy
79. Green, Genevieve
80. Green, Herise
81. Green, Jimmie Lou
82. Green, Louise
83. Griffin, Audrey
84. Griffin, Ethel E. (Abernathy)
85. Griffin, Joyce M.
86. Guidry, Mary A.
87. Hall, Catherine J.
88. Hamilton, Veoila (Gibson)
89. Harris, Freddie F.
90. Haynes, Gustavia (Gale)
91. Haynes, Ida
92. Head, Marguerite
93. Henderson, Victoria
94. Hicks, Rose Marie
95. Hill, Bertha
96. Holden, Helen
97. Hollingshed, Gennie
98. Hubbard, Ruth
99. Hughes, Ninnie Bell
100. Jackson, Eleanora
101. Jackson, Louise
102. Jeff, Catherine (Clark)
103. Johnson, Eunice
104. Johnson, Luella
105. Johnson, Maybelle
106. Johnson, Olivia
107. Johnson, Verna L.
108. Johnson, Virginia
109. Jolly, Ruth Joyce
110. Jones, Edna
111. Jones, Shirley Mae
112. Joshua, Olivia
113. Keeler, Johnnie Mae
114. Kelly, Dorothy
115. Kimble, Alnetta
116. Landry, Lila Coston (Thompson)
117. Lanier, Elmarie (Carolina)
118. Lanier, Ernestine
119. LaRoche, Sophie B.
120. LaRose, Gertrude
121. Larieu, Louis, Jr.
122. Learson, Dorothy White
123. LeBeau, Edna
124. Lee, Ruby
125. Lesene, Amelia
126. Lewis, Audrey Ann
127. Lewis, Doris
128. Lewis, Leonard T., Jr.
129. Lockett, Marie G.
130. Lodge, Kathleen
131. Lotten, Herbert
132. Lyons, Lorraine
133. McKinnie, Leotha
134. Magee, Vivian
135. Margin, Eleanor
136. Marshall, Dorothy
137. Marshall, Willie Lee
138. Martin, Eliska
139. Martin, Noel
140. Mathews, Gloria
141. Merredith, Geraldine
142. Monette, Roberta
143. Montgomery, Bessie
144. Moore, Leola
145. Moore, Orelia
146. Morrison, Elouise (Epps)
147. Moten, Lena Dixon
148. Myers, Mandy (Thomas)
149. Nash, Adele R. (Hall)
150. Newman, Marietta H.
151. Newton, Rosie Lee
152. Nicholas, Clothilde
153. Ocampo, Desrderia
154. Parker, Anna
155. Parker, Shirley
156. Parnell, Yvonne
157. Patterson, Elnora
158. Penn, Gloria Mae
159. Phillips, Louise
160. Powell, Melvina
161. Proctor, Mildred
162. Randall, Edna
163. Rapp, Gloria (Bearett)
164. Ray, Wilhelmina
165. Recasner, Isabelle (Jenkins)
166. Reed, Dorothy Kearney

167. Reeves, Nerlie
168. Richard, Pearl
169. Richardson, Rose H.
170. Robertson, Adele Lewis
171. Rollins, Geraldine
172. Rubit, Dorothy B.
173. Rubit, Dorothy P.
174. Sanders, Ada (Newsom)
175. Sawyer, Ellen
176. Scott, Dolores
177. Seaton, Rebecca
178. Shelton, Clara Mae
179. Simpson, Lillie Mae
180. Smith, Leonardine
181. Smith, Octavia
182. Sonia, Rosemary
183. Stewart, Millie Lee
184. Taplin, Dorothy Mae (Duncan)
185. Taylor, Mary Lee
186. Thomas, Luvenia
187. Thomas, Mary
188. Thomas, Mignonette
189. Thorton, Jesenu A.
190. Thornton, Rosalie
191. Valentine, Hilda
192. Walker, Hattie
193. Walker, Marjorie
194. Wallace, Alma
195. Washington, Beatrice
196. Washington, Dorothy
197. Washington, Lula Mae
198. Watford, Fannie Mae
199. Watson, Mabel
200. Weathersby, Dorothy
201. White, Beatrice
202. Williams, Alice
203. Williams, Helen
204. Williams, Marion
205. Woodfork, Yvonne
206. Woodridge, Estella L.
207. Zeno, Audrey Mae

II.

GROSS BACKPAY

A. The gross backpay of the discriminatees was computed on the following basis:

1. The wages of 101 incumbent[1] employees and 82 replacement[2] employees furnish an appropriate measure of the earnings which the discriminatees would have earned during their respective backpay periods.

2. The wages of the incumbent and replacement employees consisted of three elements as follows:

(a) Wages which were paid biweekly;
(b) A vacation payment which was paid annually during the month of May, June, or July.

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[1] Incumbent employees are employees who worked during the backpay period in job classifications which the discriminatees would have held had they not been discriminated against. Also included is one discriminatee, Raymond Cerf.

[2] Replacement employees are employees who were hired after the strike began and who worked during the backpay period in job classifications which the discriminatees would have held had they not been discriminated against.

(c) A Christmas bonus which was paid annually in December.

3. For the purpose of computing their gross backpay, the discriminatees were grouped into five categories in accordance with the operations they performed immediately prior to the strike. These groupings and the discriminatees within each group are as follows:

(a) *Male cutters, spreaders, and checking machine operators* (hereafter referred to as Group 1)

(1) Leonce Breaud
(2) Raymond Cerf
(3) Leonard T. Lewis
(4) Herbert Lotten

(b) *Porters* (hereafter referred to as Group 2)

(1) Noel Martin

(c) *Male utility employees* (hereafter referred to as Group 3)

(1) Louis Larrieux

(d) *Truckdriver and warehouse utility employees* (hereafter referred to as Group 4)

(1) Freddie Harris

(e) *Female production employees* (hereafter referred to as Group 5)

(1) The discriminatees within this group are the remainder of the discriminatees listed in Paragraph I above.

4. The incumbent and replacement employees whose earnings were used as a measure of the gross backpay were grouped according to their operations, said groupings corresponding to the groupings of the discriminatees, as set forth in Paragraph II-A-3 above.

5. The incumbent and replacement employees used in computing the gross backpay for Groups 1 through 4, inclusively, were those employees in the respective group operations who were employed by Respondent during the backpay period for approximately six months or longer.

The incumbent employees used in computing the gross backpay for Group 5 were those employees, each of whom were employed by Respondent during the following payroll quarters: the first and third quarters of 1954 and the first quarter of 1961. The replacement employees used in computing the gross for Group 5 were those hired by Respondent between the time the strike began (April 21, 1954) and the end of 1955 and were also working for Respondent in the first quarter of 1961.

6. The biweekly gross backpay wage was computed for each of the five groupings in the backpay period by totaling separately for each group the biweekly wages of the incumbent and replacement employees in the group and dividing that total by the number of incumbent and replacement employees in the group who show any earnings in the biweekly pay period to arrive at the average earnings for each such pay period.

7. The biweekly gross backpay wages in each calendar quarter were added together to arrive at a quarterly total.

8. The calendar quarters used to determine the quarterly gross backpay are the same calendar quarters used by the Respondent in its reports filed with the Social Security Agency.

9. The vacation bonus element of the gross backpay wages during the backpay period was computed by totaling separately the amounts of vacation payments received by the incumbent and replacement employees in each of the groups described in Paragraphs II-A-3 and 4 above and dividing each result by the total number of incumbent and replacement employees in each respective group, including those who did not receive a vacation bonus, to arrive at the average bonus for each group.

10. The Christmas bonus element of the gross backpay wages during the backpay period was computed in the same manner as the vacation bonus which is set out in the preceding Paragraph II-A-9.

B. The gross backpay tables and summaries for the discriminatees in each of the five groups listed in Paragraph II-A-3 above are set forth in schedules attached hereto and made a part hereof as Appendices A through E inclusively. These appendices are numbered consecutively from page 7 to page 213. They are indexed as follows:

Appendix No.	Page No.	Group (See Par. II-A-3 above)	Wage Element (See Par. II-A-2 above)
A-1	7	1	Biweekly wages
Summary	20	1	" "
A-2	27	1	Vacation and Christmas bonuses
Summary	28	1	" " " "
B-1	29	2	Biweekly wages
Summary	34	2	" "
B-2	41	2	Vacation and Christmas bonuses
Summary	42	2	" " " "
C-1	43	3	Biweekly wages
Summary	50	3	" "
C-2	57	3	Vacation and Christmas bonuses
Summary	57-A	3	" " " "
D-1	58	4	Biweekly wages
Summary	59	4	" "
E-1	60	5	Biweekly wages
Summary	195	5	" "
E-2	203	5	Vacation and Christmas bonuses
Summary	212	5	" " " "

* * * *

[Appendices A through E, as listed above, to Section II of the Back Pay Specification, and comprising pages 7 to 213 of the original specification, have been omitted from the printed appendix.]

* * * *

III.

NET BACKPAY

The net backpay computations for each of the discriminatees listed in Paragraph I above are set forth in tables attached hereto and made a part of this section.

There is a tabular sheet for each alleged discriminatee and each sheet at its top discloses the discriminatee's name, Social Security number, the date of application for reinstatement, the date of reinstatement or offer thereof, and the backpay period.

The table itself is composed of nine columns, the first of which is captioned "Year & Quarter." This column specifies the year and quarter or portion thereof for which backpay is claimed. No backpay is claimed for calendar quarters or periods not shown in the tables. The dates of excepted periods set forth in this column are approximate dates.

The column captioned "Remarks" contains the name of interim employers, claimed interim expenses, explanation of periods within quarters for which no backpay is claimed, and other explanatory matter.

The column captioned "Interim Earnings" lists and admits the earnings of a discriminatee at interim employment during the backpay period during the calendar quarter or appropriate portion thereof to which such earnings are allocable.

The column captioned "Expenses" lists the amount of expenses incurred by the discriminatee in seeking, securing or holding employment during the backpay period which the discriminatee would not have incurred in the absence of discrimination.

The columns captioned "Xmas. & Vac. Bonus (Gross)," "Wages for Period (Gross)," and "Total Gross" contain the gross backpay information which was computed as indicated above in Paragraph II-A, as applied to each respective discriminatee.

The column captioned "Net Interim Earnings" indicates the difference between interim earnings and expenses.

The column captioned "Net Backpay" shows the difference between gross backpay and net interim earnings for each calendar quarter or portion thereof.

The total net backpay due each discriminatee as of July 8, 1961, is the sum of the calendar quarter amounts of net backpay due him (or her).

The tabulations are as follows:

Alexander, Estrella
SS# 438-42-5558

Date of Application for Reinstatement
1/24/55

Date Reinstated or Offered Reinstatement
5/30/55

Backpay Period
2/1/55 to 5/30/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Unknown				286.56	286.56		286.56
1955-2	Unknown				246.65	246.65		246.65

Total Net Backpay 533.21

Alexander, Iworner
SS# 438-36-0036

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
4/25/55

Backpay Period
4/14/55 to 4/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				43.72	43.72		43.72

Total Net Backpay 43.72

Alexcee, Irene
SS# 434-48-2143

Date of Application for Reinstatement
6/7/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
6/15/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Backpay
1955-2	Unemployed			25.12	52.88	78.00		78.00
1955-3	Unemployed				273.93	273.93		273.93
(7/1 - 8/31) 9/1 - End of Quarter	Excepted—Attending School							
1955-4 thru 1958-1	Excepted—Attending School							
1958-2 (6/1 - end of quarter)	Unemployed				146.70	146.70		146.70
1958-3	New Orleans Catering Co.	65.25						
	Orleans Parish School Board	6.00			427.68	427.68	71.25	356.43
1958-4	" " " "	186.00			449.85	449.85	186.00	263.85
1959-1	" " " "	246.00		14.69	575.47	590.16	246.00	344.16
1959-3	Universal Company	102.30						
	Orleans Parish School Board	222.09		31.33	515.02	546.35	324.39	221.96
1960-2	" " " "	Est. 444.53		31.98	538.75	570.73	444.53	126.20

Total Net Backpay Through 2nd Quarter 1961 1811.23

Allen,
Victoria
SS# 436-44-3531

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Schram Brothers	171.19		25.12	332.42	357.54	171.19	186.35
1955-3	"	294.32			410.00	410.00	294.32	115.68
1955-4	"	302.67			335.05	335.05	302.67	32.38
1956-1	"	53.06		16.65	526.18	542.83	53.06	489.77
1956-2	"	52.00			444.02	444.02	52.00	392.02
1957-1	"	251.57			494.81	494.81	251.57	243.24
1957-2	Unemployed			28.39	440.65	469.04		469.04
1957-3	"				449.21	449.21		449.21
1957-4	Excepted—pregnant							
1958-1	" "							
1958-2	New Orleans Paper Box Factory Inc.	247.92		26.78	471.11	497.89	247.92	249.97
1958-3	" (6/23 to 8/17)	227.51			245.65	245.65	227.51	18.14
	8/18 to end of quarter excepted—pregnant							
1958-4	Excepted—pregnant							
1959-1	Schram Brothers	516.41		14.69	575.47	590.16	516.41	73.75
1959-2	"	452.40			468.25	468.25	452.40	15.85

Allen,
Victoria
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1960-1	Tico-tico Importers	354.00			579.97	579.97	354.00	225.97
1960-2	"	408.47		32.73	469.83	502.56	408.47	94.09
1960-3	"	486.43			488.56	488.56	486.43	2.13
1961-1	"	398.76		27.02	418.03	445.05	398.76	46.29
1961-2	Unemployed			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 3674.61

Alonzo,
Caledona
SS# 439-32-9251

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 5/14/55

Backpay Period 4/14/55 to 5/14/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				88.12	88.12		88.12

Total Net Backpay 88.12

Anderson, Beatrice
SS# 438-20-0957

Date of Application for Reinstatement 4/18/55

Date Reinstated or Offered Reinstatement 7/12/55

Backpay Period 4/26/55 to 7/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				38.76	38.76		38.76

Total Net Backpay 396.30

Anderson,
Carrie Daur
SS# 426-20-0123

Date of Application for Reinstatement 4/22/55

Date Reinstated or Offered Reinstatement 7/18/55

Backpay Period 4/28/55 to 7/18/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	269.61	294.73		294.73
1955-3	Unemployed				64.76	64.76		64.76

Total Net Backpay 359.49

Anderson,
Dora
SS# 439-22-8415

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
5/2/55

Backpay Period
4/14/55 to 5/2/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				75.53	75.53		75.53

Total Net Backpay 75.53

Angrum,
Ida M.
SS# 438-20-0085

Date of Application for Reinstatement
8/15/55

Date Reinstated or Offered Reinstatement
10/3/55

Backpay Period
8/23/55 to 10/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Foundation Hospital	116.00			180.03	180.03	116.00	64.03

Total Net Backpay 64.03

August,
Gloria (Brown)
SS# 435-38-6836

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: 7/25/55

Backpay Period: 4/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Southern Manhattan	11.81		25.12	332.42	357.54	11.81	345.73
1955-3	"	11.81			32.26	32.26	11.81	20.45

(7/24 & 7/25)
6/29-7/23 Excepted on vacation

Total Net Backpay 356.18

Aultman, Clarinda SS# 434-48-0581	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 7/25/55	Backpay Period 4/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/14/ to end of quarter)			25.12	332.42	357.54		357.54
1955-3	Unemployed (Beginning of quarter to 7/25)				97.27	97.27		97.27

Total Net Backpay 454.81

Banks, Marion
SS# 438-42-4182

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 3/14/57

Backpay Period 4/14/55 to 3/14/57

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Domestic Worker Apple St. & Bora St.	114.72		25.12	332.42	357.54	114.72	242.82
1955-3	Hotel Dieu	260.25						
	Uniforms		21.00		410.00	410.00	239.25	170.75
1955-4	Hotel Dieu	296.10			335.05	335.05	296.10	38.95
1956-1	"	302.15		16.65	526.18	542.83	302.15	240.68
1956-2	B. F. Davis	30.42						
	DePaul Hospital	8.00						
	D. H. Holmes	237.19						
	Uniforms		8.00		444.02	444.02	267.61	176.41
1956-3	D. H. Holmes	373.50		28.92	428.10	457.02	373.50	83.52
1957-1	D. H. Holmes	298.36			397.30	397.30	298.36	98.94

Total Net Backpay 1052.07

Barnes, Sonora (Rochon)
SS# 433-42-0151

Date of Application for Reinstatement
5/6/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
5/16/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Interstate Electric	96.00			410.00	410.00	96.00	314.00
1955-4	Xaviar University	123.00			335.05	335.05	123.00	212.05
1956-1	"	150.00		16.65	526.18	542.83	150.00	392.83
1956-2	B. F. Davis	384.95			444.02	444.02	384.95	59.07
1957-1	B. F. Davis	485.40			494.81	494.81	485.40	9.41
1958-2	"	236.02		26.78	471.11	497.89	236.02	261.87
1958-3	"	414.70			427.68	427.68	414.70	12.98
1958-4	"	271.20			449.85	449.85	271.20	176.65
1959-1	Unemployed			14.69	575.47	590.16		590.16
1959-2	"				468.25	468.25		468.25
1959-3	"			31.33	515.02	546.35		546.35
1959-4	"			19.33	383.40	402.73		402.73
1960-1	"				579.97	579.97		579.97

Barnes,
Sonora (Rochon)
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1960-2	Unknown			32.73	469.83	502.56		502.56
1960-3	Unknown				488.56	488.56		488.56
1960-4	"				439.80	439.80		439.80
1961-1	Unknown			27.02	418.03	445.05		445.05
1961-2	"			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 6475.02

Bentley, Helen
SS# 433-24-5848

Date of Application for Reinstatement: 8/8/55

Date Reinstated or Offered Reinstatement: None

Backpay Period: 8/16/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Excel Mfg. Co.	127.35			211.71	211.71	127.35	84.36
1955-4	"	253.07			335.05	335.05	253.07	81.98
1956-1	"	290.10		16.65	526.18	542.83	290.10	252.73
1956-2	Excepted—Pregnant							
1956-3	" "							
1959-4	Wirth Building (11/2 through end of quarter)	236.40		19.33	226.53	245.86	236.40	9.46
1960-1	Wirth Building	402.60			579.97	579.97	402.60	177.37
1960-2 (4/1-5/14)	Wirth Building	165.00			233.71	233.71	165.00	68.71

Total Net Backpay Through 2nd Quarter 1961 674.61

Berry, Ira Mae SS# 438-42-3744	Date of Application for Reinstatement 3/28/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/5/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	374.14	399.26		399.26
1955-3	"				273.93	273.93		273.93
(9/1-End of Quarter)								
1958-3								
(9/1 end of quarter)	Unemployed				112.18	112.18		112.18
1958-4	Orleans Parish School Board	12.00			449.85	449.85	12.00	437.85
1959-1	"	132.00		14.69	575.47	590.16	132.00	458.16
1959-2	"	198.00			312.03	312.03	198.00	114.03
(4/2-5/30)								
1959-3								
(9/1-end of quarter)	Unemployed				179.33	179.33		179.33
1960-1	Orleans Parish School Board	564.00			579.97	579.97	564.00	15.97
1960-3	"	24.00			146.66	146.66	24.00	122.68
(9/1-end of quarter)								
1960-4	Orleans Parish School Board	320.00			439.80	439.80	320.00	119.80
1961-1	" (assumed) Est.	320.00			445.05	445.05	320.00	125.05
1961-2	" " "	320.00		31.98	538.75	570.73	320.00	250.73

Total Net Backpay Through 2nd Quarter 1961 2608.95

Bickham, Amanda
SS# 435-34-2642

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to 6/30/60

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	New Orleans Laundries	152.32		25.12	332.42	357.54	152.32	205.22
1955-3	"	183.68						
	Home Laundry	45.00			410.00	410.00	228.68	181.32
1955-4	"	90.00			335.05	335.05	90.00	245.05
1956-1	"	90.00		16.65	526.18	542.83	90.00	452.83
1956-2	"	90.00			444.02	444.02	90.00	354.02
1956-3	"	90.00		28.92	428.10	457.02	90.00	367.02
1956-4	"	90.00		10.36	350.68	361.04	90.00	271.04
1957-1	"	90.00			494.81	494.81	90.00	404.81
1957-2	"	90.00		28.39	440.65	469.04	90.00	379.04
1957-3	"	90.00			449.21	449.21	90.00	359.21
1957-4	"	90.00			372.26	372.26	90.00	282.56
1958-1	" ----	90.00		11.05	436.48	447.53	90.00	357.53

Bickham,
Amanda
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-2	Home Laundry	90.00		26.78	471.11	497.89	90.00	407.89
1958-3	"	90.00			427.68	427.68	90.00	337.68
1958-4	"	90.00			449.85	449.85	90.00	359.85
1959-1	"	90.00		14.69	575.47	590.16	90.00	500.16
1959-2	"	90.00			468.25	468.25	90.00	378.25
1959-3	"	90.00		31.33	515.02	546.35	90.00	456.35
1959-4	"	90.00		19.33	383.40	402.73	90.00	312.73
1960-1	"	90.00			579.97	579.97	90.00	489.97
1960-2	"	90.00		32.73	469.83	502.56	90.00	412.56

Total Net Backpay 7515.09

Bowles,
Doris E.
SS# 438-36-6607

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
No proper reinstatement

Backpay Period
4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Domestic Work	48.29		25.12	332.42	357.54	48.29	309.25
1955-3	"	20.95						
	Rutter-Rex	124.34			410.00	410.00	145.29	264.71
1955-4	Unemployed				335.05	335.05		335.05
1956-1	"			16.65	526.18	542.83		542.83
1956-2	"				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	Cute Togs	56.00		10.36	350.68	361.04	56.00	305.04
1957-1	"	490.50			494.81	494.81	490.50	4.31
1957-2	"	263.00		28.39	440.65	469.04	263.00	206.04
1957-3	"	323.50			449.21	449.21	323.50	125.71
1957-4	"	167.50			372.26	372.26	167.50	204.76

Bowles,
Doris E.
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-1	Domestic Work	52.68						
	Louisiana Garment	265.05		11.05	436.48	447.53	317.73	129.80
1958-2	"	340.93		26.78	471.11	497.89	340.93	156.96
1958-4	"	289.80						
	Famous Sternberg	24.00			449.85	449.85	313.80	136.05
1959-1	"	396.25		14.69	575.47	590.16	396.25	193.91
1959-2	"							
(4/1-5/1)	"	73.25			157.49	157.49	73.25	84.24

Total Net Backpay Through 2nd Quarter 1961 3899.70

Bozonier, Marguerite
SS# 437-32-9403

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
No proper reinstatement

Backpay Period
4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Lintzen & Lintzen	180.00						
	Rutter Rex	66.44			410.00	410.00	246.44	163.56
1956-1	Excepted—Pregnancy							
1956-2	" "							
1956-3	Unemployed			28.92	428.10	457.02		457.02
1956-4	"			10.36	350.68	361.04		361.04
1957-1	"				494.81	494.81		494.81
1957-2	"			28.39	440.65	469.04		469.04
1957-3	"				449.21	449.21		449.21
1957-4	"				372.26	372.26		372.26
1958-1	M. Trellis & Co.	139.02		11.05	436.48	447.53	139.02	308.51
1960-1	"	494.86			579.97	579.97	494.86	85.11

Total Net Backpay Through 2nd Quarter 1961 3518.10

Breaud, Leonce (Deceased)
SS# 433-26-0473

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
12/4/58

Backpay Period
4/14/55 to 12/4/58

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Haspel Bros. Inc.	449.46		11.11	543.54	554.65	449.46	105.19
1956-1	Southern Manhattan Infants Wear	301.05						
	Excel Manufacturing Co.	60.00			875.32	875.32	361.05	514.27
1956-3	Excel Manufacturing Co.	588.00		17.96	713.12	731.08	588.50	142.58
1958-3	"	648.00			654.81	654.81	648.00	6.81
1958-4	"	550.68			615.64	615.64	550.68	64.96
(9/20-12/4/58)								

Total Net Backpay 833.81

Brimmer, Bell SS# 434-28-9345	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 5/26/55	Backpay Period 4/14/55 to 5/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				186.95	186.95		186.95

Total Net Backpay 186.95

Brooks,
Millie M.
SS# 438-42-9987

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: 7/26/55

Backpay Period: 4/14/55 to 7/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				103.56	103.56		103.56

Total Net Backpay 461.10

Brown, Bessie SS# 437-44-9113	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 7/17/55	Backpay Period 4/14/55 to 7/17/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				64.76	64.76		64.76
					Total Net Backpay			422.30

Brown, Elvera
SS# 433-20-3892

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement None

Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	T. Smith & Son Inc.	375.16						
	Hiring a baby sitter while looking for work		46.50		410.00	410.00	328.66	71.34
1955-4	"	225.67			335.05	335.05	225.65	109.38
1956-1 (12/11-2/5)	"	179.89		16.65	288.19	304.84	179.89	124.95
2/5 to end of quarter—Excepted illness								
1956-4	Unemployed			10.36	350.68	361.04		361.04
1957-1	"				494.81	494.81		494.81
1957-2	Manale's Restaurant	21.00		28.39	440.65	469.04	21.00	448.04
	"	45.50						
	Seg Mar, Inc.	385.00			449.21	449.21	430.50	18.71
1958-1	"	425.50		11.05	436.48	447.53	425.50	22.03
1958-2	"	470.50		26.78	471.11	497.89	470.50	27.39
1958-3	"	353.00			427.68	427.68	353.00	74.68

Brown,
Elvera
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-4	Seg Mar, Inc.	391.00			449.85	449.85	391.00	58.85
1959-1	"	425.25		14.69	575.47	590.16	425.25	164.91
1959-3	"	35.00						
	La. Garment Mfg. Co.	60.00		31.33	515.02	546.35	95.00	451.35
1959-4	La. Garment Mfg. Co.	185.10		19.33	383.40	402.73	185.10	217.63
1960-1	Unemployed				579.97	579.97		579.97
1960-2	"			32.73	469.83	502.56		502.56
1960-3	Unknown				488.56	488.56		488.56
1960-4	"				439.80	439.80		439.80
1961-1	"			27.02	418.03	445.05		445.05
1961-2	"			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 6,029.32

Brown, Evangeline Clark
SS# 435-38-8651

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 4/9/56

Backpay Period 4/14/55 to 4/9/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Charity Hospital	203.00		25.12	332.42	357.54	203.00	154.54
1955-3	"	300.00			410.00	410.00	300.00	110.00
1955-4	"	300.00			335.05	335.05	300.00	35.05
1956-1	"	300.00		16.65	526.18	542.83	300.00	242.83
1956-2	"	23.07			36.33	36.33	23.07	13.26

Total Net Backpay 555.68

Brown, Idele SS# 438-34-5466	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 7/25/55	Backpay Period 4/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Unemployed				97.26	97.26		97.26

Total Net Backpay 454.80

Brown, Marguerite SS# 437-32-3895	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 7/19/55	Backpay Period 4/14/55 to 7/19/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	St. Charles Hotel	142.12		25.12	332.42	357.54	142.12	215.42
	Streckfus Steamer Inc. night employment—not considered interim employment 128.30							
1955-3	St. Charles Hotel	40.65			71.26	71.26		71.26
	Streckfus Steamers Inc. not considered interim employment.							

Total Net Backpay 286.68

Brumfield, Ruth
SS# 434-20-4600

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Operated home laundry	120.00		25.12	379.18	404.30	120.00	284.30
1955-3	"	210.00			410.00	410.00	210.00	200.00
1955-4	"	150.00			335.05	335.05	150.00	185.05
1956-1	"	255.00		16.65	526.15	542.83	255.00	287.83
1956-2	"	180.00			444.02	444.02	180.00	264.02
1956-3	"	210.00		28.92	428.10	457.02	210.00	247.02
1956-4	"	180.00		10.36	350.68	361.04	180.00	181.04
1957-1	"	210.00			494.81	494.81	210.00	284.81
1957-2	"	180.00		28.39	440.65	469.04	180.00	289.04
1957-3	"	210.00			449.21	449.21	210.00	239.21
1957-4	"	180.00			372.26	372.26	180.00	152.26
1958-1	"	210.00		11.05	436.48	447.53	210.00	237.53
1958-2	"	210.00		26.78	471.11	497.89	210.00	387.89
1958-3	"	180.00			427.68	427.68	180.00	247.68
1958-4	"	180.00			449.85	449.85	180.00	269.85
1959-1	"	240.00		14.69	575.47	590.16	240.00	450.16

Total Net Backpay Through 2nd Quarter 1961 4307.69

Bryant, Miriam
SS# 435-34-0858

Date of Application for Reinstatement 4/27/55

Date Reinstated or Offered Reinstatement 5/12/55

Backpay Period 5/5/55 to 5/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Asher Laundry	19.78			69.72	69.72	19.78	49.94

Total Net Backpay 49.94

Burkhalter,
Ola Mae
SS# 438-36-1491

Date of Application for Reinstatement
4/4/55

Date Reinstated or Offered Reinstatement
4/28/55

Backpay Period
4/13/55 to 4/28/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				69.16	69.16		69.16

Total Net Backpay 69.16

Burns,
Elizabeth
SS# 436-26-0851

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: 7/12/55

Backpay Period: 4/14/55 to 7/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				38.76	38.76		38.76

Total Net Backpay 396.30

Burns, Hazel
SS# 437-44-1617

Date of Application for Reinstatement
10/13/55

Date Reinstated or Offered Reinstatement
No Proper Reinstatement

Backpay Period
10/21/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-4	Unemployed				242.96	242.96		242.96
1956-1	"			16.65	526.18	542.83		542.83
1956-2	"				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	"			10.36	350.68	361.04		361.04
1957-1	"				494.81	494.81		494.81
1957-2	Southern Produce	108.00		28.39	440.65	469.04	108.00	361.04
1957-3 (7/1-9/14)	"	1.00			377.35	377.35	1.00	376.35
1957-4	"	341.50			372.26	372.26	341.50	30.76
1958-1	"	234.75		11.05	436.48	447.53	234.75	212.78
1958-2	"	55.25		26.78	471.11	497.89	55.25	442.64
1958-3	Unemployed				427.68	427.68		427.68
1958-4 (10/1-10/25)	"				195.70	195.70		195.70

Burns,
Hazel
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
10/26-end of quarter—Excepted—Pregnancy								
1959-1 (2/25-End of Quarter)	Unemployed				187.76	187.76		187.76
1/1-1/25	Excepted—pregnancy							
1959-2	Unemployed				469.25	469.25		469.25
1959-3	Southern Produce	439.13		31.33	515.02	546.35	439.13	107.22
1960-1	"	185.75			579.97	579.97	185.75	394.22
1960-2	"	320.50		32.73	469.83	502.56	320.50	182.06
1960-3	" (Assumed)	Est. 320.50			488.56	488.56	320.50	168.06
1960-4	"	" 320.50			439.80	439.80	320.50	119.30
1961-1	"	" 320.50		27.02	418.03	445.05	320.50	124.55
1961-2	"	" 320.50		31.98	538.75	570.73	320.50	250.23

Total Net Backpay Through 2nd Quarter 1961 6592.28

Campbell, Rose SS# 438-34-9664	Date of Application for Reinstatement 5/18/55	Date Reinstated or Offered Reinstatement 4/15/56	Backpay Period 5/26/55 to 4/15/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Self employed	20.00		25.12	145.48	170.60	20.00	150.60
1955-3	"	54.00			410.00	410.00	54.00	356.00
1955-4	"	54.00			335.05	335.05	54.00	281.05
1956-1	"	54.00		16.65	526.18	542.83	54.00	488.83
1956-2	"	8.32			72.65	72.65	8.32	64.33

Total Net Backpay 1340.81

Carr,
Katie Ruth
SS# 435-42-5266

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 7/25/55

Backpay Period 4/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Haspel Bros. Inc.	268.02		25.12	332.42	357.54	268.02	89.52
1955-3	"	62.69			97.27	97.27	62.69	34.58

Total Net Backpay 124.10

Carter,
Mary Louise
SS# Unknown

Date of
Application for Reinstatement
4/11/55

Date Reinstated or
Offered Reinstatement
4/25/55

Backpay Period
4/18/55 to 4/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown				31.81	31.81		31.81

Total Net Backpay 31.81

Cerf,
Raymond
SS# 433-10-4334

Date of Application for Reinstatement 4/19/55

Date Reinstated or Offered Reinstatement 5/19/55

Backpay Period 4/26/55 to 5/19/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Self employed	120.00			201.79	201.79	120.00	81.79

Total Net Backpay 81.79

Cheri, Miriam
SS# 435-38-7266

Date of Application for Reinstatement
5/3/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
5/11/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	212.62	237.74		237.74
1955-3	Seg-Mar Inc.	372.87			410.00	410.00	372.87	37.13
1956-1	"	420.61		16.65	526.18	542.83	420.61	122.22
1956-3	"	382.75		28.92	428.10	457.02	382.75	74.27
1957-1	"	453.13			494.81	494.81	453.13	41.68
1957-3	"	429.75			449.21	449.21	429.75	19.46
1958-1	"	428.75		11.05	436.48	447.53	428.75	18.78
1958-2	"	468.25		26.78	471.11	497.89	468.25	29.64
1958-3	"	375.13			427.68	427.68	375.13	52.55
1958-4	"	428.00			449.85	449.85	428.00	21.85
1959-1	"	454.38		14.69	575.47	590.16	454.38	135.78
1959-3	"	441.25		31.33	515.02	546.35	441.25	105.10
1960-1	"	154.36			579.97	579.97	154.36	425.61

Cheri,
Miriam
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1960-2	Seg-Mar Inc.	335.51		32.73	469.83	502.26	335.51	167.05
1960-3	"	457.39			488.56	488.56	457.39	31.17
1961-2	Seg Mar (assumed)	Est. 457.39		31.98	538.75	570.73	457.39	113.34

Total Net Backpay Through 2nd Quarter 1961 1632.97

Clay,
Helen
SS# 433-03-7786

Date of
Application for Reinstatement
4/5/55

Date Reinstated or
Offered Reinstatement
9/22/55

Backpay Period
4/14/55 to 9/20/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown			25.12	332.42	357.54		357.54
1955-3	Unknown				353.65	353.65		353.65

Total Net Backpay 711.19

Clements,
Lillie Mae
SS# 439-30-8679

Date of
Application for Reinstatement
4/5/55

Date Reinstated or
Offered Reinstatement
3/29/56

Backpay Period
4/14/55 to 3/29/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				410.00	410.00		410.00
1955-4	"				335.05	335.05		335.05
1956-1 (to 3/29/56)	"			16.65	511.72	528.37		528.37

Total Net Backpay 1630.96

Coaston, Lucille
SS# 439-22-2104

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
7/11/55

Backpay Period
4/14/55 to 7/11/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	National Service Industrial Life Insurance	253.80		25.12	332.42	357.54	253.80	103.74
1955-3	Unemployed				32.26	32.26		32.26

Total Net Backpay 136.00

Coleman, Wilhelmina (Woods)
SS# Unknown

Date of Application for Reinstatement 4/21/55

Date Reinstated or Offered Reinstatement 8/19/55

Backpay Period 4/29/55 to 8/19/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown			25.12	263.25	288.23		288.37
1955-3	Unknown				217.34	217.34		217.34

Total Net Backpay 505.71

Columbus,
Juanita
SS# 435-22-9101

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 7/15/55

Backpay Period 4/14/55 to 7/15/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Haspel Bros.	342.92		25.12	332.42	357.54	342.92	14.62
1955-3	"	56.00			58.26	58.26	56.00	2.26

Total Net Backpay 16.88

Cooper, Bessie (Lee) SS# 439-30-1889	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed							
1955-3	Domestic Work—Mrs. Jones	30.51		25.12	332.42	357.54		357.54
	" Mrs. Williams	47.46			410.00	410.00	77.97	332.03
1955-4	" Mrs. Jones	13.56						
	" Mrs. Williams	20.34			65.11	65.11	33.90	31.21
(10/1-10/15) 10/15-End of Quarter Excepted—Pregnancy								
1956-1	Domestic Work—Mrs. Jones	74.58						
	" Mrs. Williams	111.87		16.65	374.31	390.96	186.45	204.51
(1/15-End of Quarter) 12/11-1/14 Excepted—Pregnancy								
1956-2	Domestic Work—Mrs. Jones	88.14						
	" Mrs. Williams	132.21			444.02	444.02	220.35	223.67
1956-3	" Mrs. Jones	88.14						
	" Mrs. Williams	132.21		28.92	428.10	457.02	220.35	236.67
1956-4	" Mrs. Jones	88.14						
	Mrs. Williams	132.21		10.36	350.63	361.04	220.35	140.69
1957-1	" Mrs. Jones	88.14						
	Mrs. Williams	132.21			494.81	494.81	220.35	274.46
1957-2	" Mrs. Jones	88.14						
	Mrs. Williams	132.21		28.39	440.65	469.04	220.35	248.69

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1957-3	Domestic Work—Mrs. Jones	88.14						
	Mrs. Williams	132.21			449.21	449.21	220.35	228.86
1957-4	" Mrs. Jones	88.14						
	Mrs. Williams	132.21			372.26	372.26	220.35	151.91
1958-1	" Mrs. Jones	88.14						
	Mrs. Williams	132.21		11.05	436.48	447.53	220.35	227.18
1958-2	" Mrs. Jones	88.14						
	Mrs. Williams	132.21		26.78	471.11	497.89	220.35	277.54
1958-3	" Mrs. Jones	30.51						
	Mrs. Williams	50.26						
	B. F. Davis	134.18			427.68	427.68	214.95	212.73
1959-1	"	417.31		14.69	575.47	590.16	417.31	172.85
1959-3	"	475.16		31.33	515.02	546.35	475.16	71.19
1959-4	"	399.96		19.33	383.40	402.73	399.96	2.77
1960-1	"	411.74			579.97	579.97	411.74	168.23
1960-3	"	399.36						
	Domestic Work	75.46			488.56	488.56	474.82	13.74
1960-4	"	210.31			439.80	439.80	210.31	229.49
1961-1	" (Assumed)	Est. 210.31		27.02	418.03	445.05	210.31	234.74
1961-2	" "	" 210.31		31.98	538.75	570.73	210.31	360.42

Total Net Backpay Through 2nd Quarter 1961 4401.12

Cornish, Estella SS# 435-40-2098	Date of Application for Reinstatement 7/15/55	Date Reinstated or Offered Reinstatement None				Backpay Period 7/15/55 to present		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Unemployed Worked YWCA Saturdays & Sundays —not included in interim (130.00)				351.73	351.73		351.73
1955-4	Nolan Marshall Photographers YWCA—not included (140.00)	75.85			335.05	335.05	75.85	259.20
1956-1	Unemployed YWCA—not included (130.00)			16.65	526.18	542.83		542.83
1956-2	Unemployed				145.90	145.90		145.90
(4/1-5/1)	YWCA—not included (70.00)							
5/1-End of Quarter—Excepted—Pregnancy								
1956-3	Unemployed				110.66	110.66		110.66
(9/1-end of quarter)								
6/23-9/1	Excepted—Pregnancy							
1956-4	Unemployed			10.36	350.68	361.04		361.04

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1957-1	Unemployed				494.81	494.81		494.81
1957-2	"			28.39	440.65	469.04		469.04
1957-3	"				449.21	449.21		449.21
1957-4	"				372.26	372.26		372.26
1958-1	"			11.05	436.48	447.53		447.53
1958-2	Unemployed			26.78	471.11	497.89		497.89
1958-3	"				427.68	427.68		427.68
1958-4	"				449.85	449.85		449.85
1959-1	"			14.69	234.46	249.15		249.15

(12/13/58-2/1/59)

2/1-End of Quarter—Excepted—Pregnancy

Total Net Backpay Through 2nd Quarter 1961 5,628.78

Coston, Ethel
SS# 434-48-8647

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
5/23/55

Backpay Period
4/14/55 to 5/23/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	B. F. Goodrich Tire Co.	128.06			192.97	192.97	128.06	64.91

Total Net Backpay 64.91

Courseault, Shirley M. (Mercadel)
SS# 439-26-8964

Date of Application for Reinstatement
4/8/55

Date Reinstated or Offered Reinstatement
5/16/55

Backpay Period
4/19/55 to 5/16/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	International House	102.96			120.50	120.50	102.96	17.54

Total Net Backpay 17.54

Crawford, Shirley
SS# 438-40-8191

Date of Application for Reinstatement
5/4/55

Date Reinstated or Offered Reinstatement
7/12/55

Backpay Period
5/12/55 to 7/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	206.29	231.41		231.41
1955-3	"				38.76	38.76		38.76

Total Net Backpay 270.17

Cropper, Clara SS# 438-42-8335		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 4/25/55			Backpay Period 4/14/55 to 4/25/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				43.72	43.72		43.72
						Total Net Backpay		43.72

Dandridge, Dorothy
SS# 438-36-6257

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Rochelle Investment Corp.	51.75						
	Southern Manhattan Infantswear	203.07			410.00	410.00	254.82	155.18
1955-4	"	219.80						
	Schram Bros.	57.76			335.05	335.05	277.56	57.49
1956-1	"	396.43						
	Southern Manhattan	40.00		16.65	526.18	542.83	436.43	106.40
1956-2	Schram Brothers	249.18			444.02	444.02	249.18	194.84
1956-3	"	79.66		28.92	428.10	457.02	79.66	377.36
1956-4	Rochelle Investment Corp.	99.81		10.36	350.68	361.04	99.81	261.23
1957-1	Greyhound Corp.	113.77			494.81	494.81	113.77	381.04
1958-2	Unknown			26.78	471.11	497.89		497.89
1958-3	"				427.68	427.68		427.68

Dandridge,
Dorothy
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-4	Unknown				449.85	449.85		449.85
1959-1	"			14.69	575.47	590.16		590.16
1959-2	Schram Brothers	55.46			468.25	468.25	55.46	412.79
1960-1	Cute Togs	471.29			579.97	579.97	471.29	108.68
1960-2	Cute Togs	275.75		32.73	469.83	502.56	275.75	226.81
1960-3	"	280.65			488.56	488.56	280.65	207.91
1960-4	Unknown				439.80	439.80		439.80
1961-1	"				445.05	445.05		445.05
1961-2	"			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 6268.43

Darensbourg, Irma Ray
SS# 437-46-4246

Date of Application for Reinstatement
6/17/55

Date Reinstated or Offered Reinstatement
9/1/55

Backpay Period
6/27/55 to 9/1/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Southern Manhattan	100.01						
	Morrisons	121.64			273.93	273.93	221.65	52.28

Total Net Backpay 52.28

Davis,
Elvera L.
SS# 434-46-8081

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
7/20/55

Backpay Period
4/14/55 to 7/20/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Southern Manhattan	7.88		25.12	332.42	357.54	7.88	349.66
1955-3	"	46.69			77.76	77.76	46.69	31.07

Total Net Backpay 380.73

Davis, Georgianna (Dervisa)
SS# 436-48-1662

Date of Application for Reinstatement
4/15/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/25/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	288.69	313.81		313.81
1955-3	Excepted—Pregnancy							
1955-4	Excepted—Pregnancy							
1959-3	New Hotel Monteleone	41.60		31.33	515.02	546.35	41.60	504.75
1959-4	New Hotel Monteleone	109.20						
	Mercy Hospital	55.72			335.05	335.05	164.92	170.13

Total Net Backpay Through 2nd Quarter 1961 988.69

Davis, Lenora SS# 439-32-6349		Date of Application for Reinstatement 3/17/55		Date Reinstated or Offered Reinstatement None				Backpay Period 3/25/55 to Present	
Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Unemployed					37.74	37.74		37.74
1955-2	L. Frank & Co.		371.09		25.12	380.09	405.21	371.09	34.12
1956-1	"		420.65		16.65	526.18	542.83	420.65	122.18
1957-1	"		482.13			494.81	494.81	482.13	12.68
1958-2	"		445.88		26.78	471.11	497.89	445.88	52.01
1959-1	"		492.26		14.69	575.47	590.16	492.26	97.90
1960-1	"		468.38			579.97	579.97	468.38	111.59
1961-2	"	(Assumed)	Est. 515.63		31.98	538.75	570.73	515.63	55.10

Total Net Backpay Through 2nd Quarter 1961 523.32

Davis, Thelma (Mathews)
SS# 433-42-1981

Date of Application for Reinstatement 4/1/55

Date Reinstated or Offered Reinstatement 5/30/55

Backpay Period 4/8/55 to 5/30/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				290.19	290.19		290.19

Total Net Backpay 290.19

Delpit, Gloria SS# 438-34-6813	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement None				Backpay Period 4/14/55 to present	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Valloit & Dreux Restaurant	189.54						
	Uniforms—Valloft & Dreux		16.50	25.12	332.42	357.54	173.04	184.50
1955-3	Valloft & Dreux	37.50						
	Finest Foods, Inc.	50.75			410.00	410.00	85.25	324.75
	Uniforms—Valloft & Dreux		3.00					
1955-4	Port Restaurant	240.00			335.05	335.05	240.00	95.05
1956-1	"	240.00		16.65	526.18	542.83	240.00	302.83
1956-2	"	240.00			444.02	444.02	240.00	204.02
1956-3	Entire Quarter—Excepted—Illness							
1956-4	St. Charles Hotel	189.04		10.36	350.68	361.04	189.04	172.00
1957-1	"	83.29						
	B. F. Davis Garment Co.	17.94			494.81	494.81	101.23	393.58
1957-3	"	318.00			449.21	449.21	318.00	131.21
1957-4	(9/28-10/12) Katz & Besthoff	60.60			73.81	73.81	60.60	13.21
	(10/12-end of quarter) Excepted—Illness							
1960-1	New Olreans Roosevelt Corp. (12/13/59-1/16/60)	66.02			153.43	153.43	66.02	87.41
					Total Net Backpay Through 2nd Quarter 1961			1908.56

Delpit, Methilda
SS# 433-03-7785

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
8/15/55

Backpay Period
4/14/55 to 8/15/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Finest Foods, Inc.	62.00		25.12	332.42	357.54	132.00	225.54
	Jos. J. Toomey	70.00						

Total Net Backpay 225.54

Denley, Alice T. (Gabriel)
SS# 434-44-3732

Date of Application for Reinstatement
7/28/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
8/5/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Unemployed				256.14	256.14		256.14
1956-2	Louisiana Garment Co., Inc.	405.04			444.02	444.02	405.04	38.98
1956-3	"	164.90		28.92	428.10	457.02	164.90	292.12
1956-4	"	296.80		10.36	350.68	361.04	296.80	64.24
1957-2	"	430.30		28.39	440.65	469.04	430.30	38.74
1957-3	Unemployed				449.21	449.21		449.21
1957-4	"				372.26	372.26		372.26
1958-1	"			11.05	436.48	447.53		447.53
1958-2	"			26.78	471.11	497.89		497.89
1958-4	Cute Togs of N.O., Inc.	438.31			449.85	449.85	438.31	11.54
1959-1	"	530.81		14.69	575.47	590.16	530.81	59.35
1959-2	"	417.20			468.25	468.25	417.20	51.05
1959-3	Haspel Bros., Inc.	4.00						

Denley, Alice T.
(Gabriel)
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
	Cute Togs of N.O., Inc.	500.12		31.33	515.02	546.35	504.12	42.23
1960-1	"	570.90			579.97	579.97	570.90	9.07
1960-2	"	234.94		32.73	469.83	502.56	234.94	267.62
1960-3	Unknown				488.56	488.56		488.56
1960-4	Unknown				439.80	439.80		439.80
1961-1	"			27.02	418.03	445.05		445.05
1961-2	"			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 4,842.11

Dixon, Gloria
SS# 554-36-3121

Date of Application for Reinstatement: 4/22/55

Date Reinstated or Offered Reinstatement: None

Backpay Period: 5/3/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-4	Famous Sternberg	180.00						
	Baumer Foods	35.63			335.05	335.05	215.63	119.42
1956-1	"	81.76						
	City of New Orleans	195.00		16.65	526.18	542.83	276.76	266.07
1956-2	"	415.62			444.02	444.02	415.62	28.40
1956-3	"	420.00		28.93	428.10	457.02	420.00	37.02
1957-1	"	450.00			494.81	494.81	450.00	44.81
1957-2	"	450.00		28.39	440.65	469.04	450.00	19.04
1957-3	"	380.77			449.21	449.21	380.77	68.44
1958-1	"	443.10		11.05	436.48	447.53	443.10	4.43
1959-1	"	443.10		14.69	575.47	590.16	443.10	147.06
1959-3	"	443.10		31.33	515.02	546.35	443.10	103.25
1960-1	"	470.76			579.97	579.97	470.76	109.21
1961-2	" (Assumed)	Est. 549.22		31.98	538.75	570.73	549.22	21.54

Total Net Backpay Through 2nd Quarter 1961 968.69

Drake, Elizabeth SS# 433-14-1338	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 4/25/55	Backpay Period 4/14/55 to 4/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				43.72	43.72		43.72

Total Net Backpay 43.72

Duckett,
Norma
SS# 438-20-5552

Date of
Application for Reinstatement
4/5/55

Date Reinstated or
Offered Reinstatement
8/3/55

Backpay Period
4/14/55 to 8/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Haspel Bros.	3.00		25.12	332.42	357.54	3.00	354.54
1955-3	Unemployed				141.30	141.30		141.30

Total Net Backpay 495.84

Dufauchard, Arthemise
SS# 435-16-2635

Date of Application for Reinstatement
4/8/55

Date Reinstated or Offered Reinstatement
4/28/55

Backpay Period
4/18/55 to 4/28/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				57.24	57.24		57.24

Total Net Backpay 57.24

Dunn,
Stella
SS# 437-32-3917

Date of Application for Reinstatement 7/15/55

Date Reinstated or Offered Reinstatement 12/2/58

Backpay Period 7/22/55 to 12/2/58

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Unemployed				319.23	319.23		319.23

Total Net Backpay 319.23

Eddington, Isabella SS# Unknown	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 4/25/55	Backpay Period 4/14/55 to 4/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown				48.73			48.73

Total Net Backpay 48.73

Edgerson, Shirley M. SS# 435-38-7675		Date of Application for Reinstatement 1/11/55		Date Reinstated or Offered Reinstatement 3/7/61				Backpay Period 1/17/55 to 3/7/61	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Schram Bros. (Assumed)	Est. 350.00		25.12	332.42	357.54	350.00	7.54
1955-3	" "	" 350.00			410.00	410.00	350.00	60.00
1956-1	" "	" 350.00		16.65	526.18	542.83	350.00	192.83
1956-2	" "	" 350.00			444.02	444.02	350.00	94.02
1956-3	" "	" 350.00		28.92	428.10	457.02	350.00	107.02
1956-4	" "	" 350.00		10.36	350.68	361.04	350.00	11.04
1957-1	" "	" 350.00			494.81	494.81	350.00	144.81
1957-2	" "	" 350.00		28.39	440.65	469.04	350.00	119.04
1957-3	" "	" 350.00			449.21	449.21	350.00	99.21
1958-1	Mrs. B. T. Brown	" 390.00		11.05	436.48	447.53	390.00	57.53
1958-2	"	" 390.00		26.78	471.11	497.89	390.00	107.89
1958-3	"	" 390.00			427.68	427.68	390.00	37.68
1958-4	"	" 390.00			449.85	449.85	390.00	59.85
1959-1	"	" 390.00		14.69	575.47	590.16	390.00	200.16

Edgerson,
Shirley
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-2	Mrs. B. T. Brown	Est. 390.00			468.25	468.25	390.00	78.25
1959-3	"	" 390.00		31.33	515.02	546.35	390.00	156.35
1959-4	"	" 390.00		19.33	383.40	402.73	390.00	12.73
1960-1	"	" 390.00			579.97	579.97	390.00	189.97
1960-2	"	" 390.00		32.73	469.83	502.56	390.00	112.56
1960-3	"	" 390.00			488.56	488.56	390.00	98.56
1960-4	Schram Bros.	" 350.00			439.80	439.80	350.00	89.80
1961-1	"	" 280.00						
(Beginning of quarter to 3/7)	Tulane University	45.00		27.02	346.95	373.97	325.00	48.97

Total Net Backpay 2085.81

Evans, Alice SS# 436-36-0149	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 7/12/55	Backpay Period 4/14/55 to 7/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Finest Foods, Inc. (4/14 to end of quarter)	66.50		25.12	332.42	357.54	66.50	291.04

Total Net Backpay 291.04

Farria, Vivian SS# 435-22-2391		Date of Application for Reinstatement 6/10/55		Date Reinstated or Offered Reinstatement 8/8/55				Backpay Period 6/20/55 to 8/8/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown				33.04	33.04		33.04
1955-3	"				160.15	160.15		160.15
						Total Net Backpay		193.19

Ferguson, Pearl SS# 437-38-0136	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement 8/8/55	Backpay Period 4/19/55 to 8/8/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Delerna's Restaurant) F. W. Woolworth) New Orleans Laundries)	154.76		25.12	314.13	339.25	154.76	184.49
1955-3	Delerna's Restaurant	20.00			160.15	160.15	20.00	140.15

Total Net Backpay 324.64

Fernandez, Minnie Mae
SS# 410-32-3093

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Isaac—day work	12.00		25.12	332.42	357.54	12.00	345.54
1955-3	"	15.00						
	E. H. Blum	15.00						
	Price Candy Co.	26.70			410.00	410.00	56.70	353.30
1955-4	E. H. Blum	219.32			335.05	335.05	219.32	115.73
1956-1	"	360.01		16.65	526.18	542.83	360.01	182.82
1956-3	"	257.30		28.92	428.10	457.02	257.30	199.72
1956-4	"	343.60		10.36	350.68	361.04	343.60	17.44
1957-1	"	365.50			494.81	494.81	365.50	129.31
1957-3	"	438.25			449.20	449.21	438.25	10.96
1957-4	"	135.60			372.26	372.26	135.60	236.66
1958-1	"	108.40						
	Shreveport Garment Co.	209.10		11.05	436.48	447.53	317.50	130.03

Fernandez,
Minnie Mae
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-2	Shreveport Garment Co.	396.50		26.78	471.11	497.89	396.50	101.39
1958-4	"	270.30			449.85	449.85	270.30	179.55
1959-2	B. F. Davis Garment Co.	262.58			468.25	468.25	262.58	205.67
1959-3	Louisiana Garment Co.	262.25		31.33	515.02	546.35	262.25	284.10
1960-1	"	449.00			579.97	579.97	449.00	130.97
1960-2	"	304.30		32.73	469.83	502.56	304.30	198.26
1960-3 (9/3-9/30)	Unemployed				131.90	131.90		131.90
6/26-9/2	Excepted--ill							

Total Net Backpay Through 2nd Quarter 1961 2953.35

Fontenberry, Cleo
SS# 438-34-5859

Date of Application for Reinstatement
11/4/55

Date Reinstated or Offered Reinstatement
1/24/56

Backpay Period
11/14/56 to 1/24/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-4	Foundation Hospital	120.84			136.18	136.18	120.84	15.34
1956-1	"	187.30		16.65	189.85	206.50	187.30	19.20

Total Net Backpay 34.54

Foreman,
Ethel M.
SS# 438-34-6584

Date of Application for Reinstatement
7/11/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
7/19/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Mrs. McKnight & others—days work	210.00			377.74	377.74	210.00	167.74
1955-4	"	120.00						
	Irwin's Restaurant	99.00			335.05	335.05	219.00	116.05
1956-1	"	234.00		16.65	526.18	542.83	234.00	308.83
1956-2	"	24.00						
	Mrs. McKnight & others	220.00			444.02	444.02	244.00	200.02
1956-3	"	280.00		28.92	428.10	457.02	280.00	177.02
1956-4	"	240.00		10.36	350.68	361.04	240.00	121.04
1957-1	"	280.00			494.81	494.81	280.00	214.81
1957-2	"	240.00						
	Lyn Bishop—Clematis Laundry	41.85		28.39	440.65	469.04	281.85	187.19
1957-3	"	325.00			449.21	449.21	325.00	124.21
1957-4	"	350.00			372.26	372.26	350.00	22.26
1958-1	"	300.00		11.05	436.48	447.53	300.00	147.53
1958-2	"	351.00		26.78	471.11	497.89	351.00	146.89

Foreman,
Ethel M.
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-3	Lyn Bishop—Clematis Laundry	325.00			427.68	427.68	325.00	102.68
1958-4	"	350.00			449.85	449.85	350.00	99.85
1959-1	"	300.00		14.69	575.47	590.16	300.00	290.16
1959-2	"	350.00			468.25	468.25	350.00	118.25
1959-3	"	325.00		31.33	515.02	546.35	325.00	221.35
1959-4	"	325.00		19.33	383.40	402.73	325.00	77.73
1960-1	"	325.00			579.97	579.97	325.00	254.97
1960-2	"	325.00		32.73	469.83	502.56	325.00	177.56
1960-3	"	325.00			488.56	488.56	325.00	163.56
1960-4	"	325.00			439.80	439.80	325.00	114.80
1961-1	"	325.00		27.02	418.03	445.05	325.00	120.05
1961-2	" (assumed)	Est. 350.00		31.98	538.75	570.73	350.00	220.73

Total Net Backpay Through 2nd Quarter 1961 3895.28

Fountain,
Genever
SS# 433-40-7167

Date of
Application for Reinstatement
4/5/55

Date Reinstated or
Offered Reinstatement
5/2/55

Backpay Period
4/14/55 to 5/2/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				75.53	75.53		75.53

Total Net Backpay 75.53

Francis, Edna
SS# 438-48-8321

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement Not Proper Reinstatement

Backpay Period 4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3 (8/14-end of quarter) 6/26-8/14—Excepted—Illness								
	Rutter-Rex	48.02			218.06	218.06	48.02	170.04
1955-4	Unemployed				335.05	335.05		335.05
1957-4	Mrs. George Kussman	80.00			372.26	372.26	80.00	292.26
1958-1	"	260.00		11.05	436.48	447.53	260.00	187.53
1958-2	"	280.00		26.78	471.11	497.89	280.00	217.89
1958-3 (6/29-7/27) (7/28-end of quarter)—Excepted—Pregnancy	"	80.00			129.47	129.47	80.00	49.47
1958-4 (11/2-12/13)	Unemployed				215.71	215.71		215.71
9/21-11/1	Excepted—Pregnancy							
1959-1	Unemployed			14.69	575.47	590.16		590.16

Francis,
Edna
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-2	Unemployed				468.25	468.25		468.25
1959-3	Schram Brothers	14.60		31.33	515.02	546.35	14.60	531.75
1959-4	Unemployed			19.33	383.40	402.73		402.73
1960-1	"				579.97	579.97		579.97
1960-2	Unknown			32.73	469.83	502.56		502.56
1960-3	"				488.56	488.56		488.56
1960-4	"				439.80	439.80		439.80
1961-1	"			27.02	418.03	445.05		445.05
1961-2	"			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 6487.51

Franklin, Zearlee
SS# 435-38-9474

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
5/16/55

Backpay Period
4/14/55 to 5/16/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				138.79	138.79		138.79
					Total Net Backpay			138.79

Fulton, Vera
SS# 438-28-9239

Date of Application for Reinstatement
4/8/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/19/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Orleans Parish School Board	97.02		25.12	314.13	339.25	97.02	242.23
1955-3	"	45.50			410.00	410.00	45.50	364.50
1955-4	"	227.50			335.05	335.05	227.50	107.55
1956-1	"	227.50						
	Schram Bros.	2.25		16.65	526.18	542.83	229.75	313.08
1956-2	Orleans Parish School Board	192.50			444.02	444.02	192.50	251.52
1956-3	"	69.90		28.92	428.10	457.02	69.90	387.12
1956-4	"	299.00		10.36	350.68	361.04	299.00	62.04
1957-1	"	340.50			494.81	494.81	340.50	154.31
1957-2	"	291.50		28.39	440.65	469.04	291.50	177.54
1957-3	"	31.20			449.21	449.21	31.20	418.01
1957-4	"	338.00			372.26	372.26	338.00	34.26
1958-1	"	338.00		11.05	436.48	447.53	338.00	109.53
1958-2	"	286.00		26.78	471.11	497.89	286.00	211.89

Fulton,
Vera
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-3	Orleans Parish School Board	72.80			427.68	427.68	72.80	354.88
1958-4	"	364.00			449.85	449.85	364.00	85.85
1959-1	"	312.00		14.69	575.47	590.16	312.00	278.16
1959-2	"	280.80			468.25	468.25	280.80	187.45
1959-3	"	61.60		31.33	515.02	546.35	61.60	484.75
1959-4	"	392.00		19.32	383.40	402.73	392.00	10.73
1960-1	"	336.00			579.97	579.97	336.00	243.97
1960-2	"	348.00		32.73	469.83	502.56	348.00	154.56
1960-3	"	87.00			488.56	488.56	87.00	401.56
1960-4	" (assumed)	Est. 290.75			439.80	439.80	290.75	154.30
1961-1	" "	" 290.75		27.02	418.03	445.05	290.75	279.98
1961-2	" "	" 290.75		31.98	538.75	570.73	290.75	149.05

Total Net Backpay Through 2nd Quarter 1961 5618.82

Gabriel, Geneva SS# 435-34-4046		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 7/25/55			Backpay Period 4/14/55 to 7/25/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Avon Products	68.82			97.27	97.27	68.82	28.45

Total Net Backpay 385.99

Gamble, Indiana (Plummer) SS# 439-30-5048 | Date of Application for Reinstatement 4/5/55 | Date Reinstated or Offered Reinstatement None | Backpay Period 4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Costume Center	220.00		25.12	332.42	357.54	220.00	137.54
1955-3	"	280.00			410.00	410.00	280.00	130.00
1955-4	"	200.00			335.05	335.05	200.00	135.05
1956-1	"	320.00		16.65	526.18	542.83	320.00	222.83
1956-2	"	240.00			444.02	444.02	240.00	204.02
1956-3	"	280.00		28.92	428.10	457.02	280.00	177.02
1956-4	"	240.00		10.36	350.68	361.04	240.00	121.04
1957-1	"	280.00			494.81	494.81	280.00	214.81
1957-2	"	240.00		28.39	440.65	469.04	240.00	229.04
1957-3	"	280.00			449.21	449.21	280.00	169.21
1957-4	"	220.00			372.26	372.26	220.00	152.26
1958-1	"	260.00		11.05	436.48	447.53	260.00	187.53
1958-2	"	280.00		26.78	471.11	497.89	280.00	217.89

Gamble, Indiana
(Plummer)
Page 2

Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-3	Costume Center		240.00			427.68	427.68	240.00	187.68
1958-4	"		240.00			449.85	449.85	240.00	209.85
1959-1	"		300.00		14.69	575.47	590.16	300.00	290.16
1959-2	"		240.00			468.25	468.25	240.00	228.25
1959-3	"		280.00		31.33	515.02	546.35	280.00	266.35
1959-4	"		200.00		19.33	383.40	402.73	200.00	202.73
1960-1	"		300.00			579.97	579.97	300.00	297.97
1960-2	"		240.00		32.73	469.83	502.56	240.00	262.56
1960-3	"		280.00			488.56	488.56	280.00	208.56
1960-4	"		240.00			439.80	439.80	240.00	199.80
1961-1	"	(assumed)	est. 240.00		27.02	418.03	445.05	240.00	205.05
1961-2	"	"	" 280.00		31.98	538.75	570.73	280.00	290.73

Total Net Backpay Through 2nd Quarter 1961 5147.93

Gant, Mary
SS# 439-14-6942

Date of Application for Reinstatement 4/8/55

Date Reinstated or Offered Reinstatement 7/18/55

Backpay Period 4/14/55 to 7/18/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Jackson Terrace	88.00		25.12	332.42	357.54	88.00	269.54
1955-3	Jackson Terrace	24.00			97.27	97.27	24.00	73.27

Total Net Backpay 342.81

Green, Dorothy SS# 426-16-9767		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 12/5/56			Backpay Period 4/14/55 to 12/5/56	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				410.00	410.00		410.00
1955-4	"				335.05	335.05		335.05
1956-1	"			16.65	526.18	542.83		542.83
1956-2	"				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	"				269.69	269.69		269.69

Total Net Backpay 2,816.15

Green, Genevieve
SS# 438-34-9398

Date of Application for Reinstatement
11/9/55

Date Reinstated or Offered Reinstatement
8/28/56

Backpay Period
11/17/55 to 8/28/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-4	Unknown				116.80			116.80
1956-1	Unknown			16.65	526.18	542.83		542.83
1956-2	"				444.02	444.02		444.02
1956-3	"			28.92	242.62	271.54		271.54

Total Net Backpay 1375.19

Green, Herise SS# 436-28-2173		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 6/20/55			Backpay Period 4/14/55 to 6/20/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	New Orleans Laundries	50.07						
	Marlin Candies, Inc.	39.00			312.62	312.62	89.07	223.55
						Total Net Backpay		223.55

Green,
Jimmie Lou
SS# 435-42-5150

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Grace Hess	233.75		25.12	332.42	357.54	233.75	123.79
1955-3	"	85.00						
(6/26-8/12)								
(9/8-10/1)	Mrs. Victor Hess	25.00			297.80	297.80	110.00	187.80
8/12-9/7	Excepted—out of town							
1955-4	Mrs. Victor Hess	250.00			335.05	335.05	250.00	85.05
1956-1	"	300.00		16.65	378.05	394.70	300.00	94.70
(12/11/55-3/1/56)								
3/1-3/31	Excepted—pregnancy							
1956-2	"							
1956-3	Mrs. Victor Hess	100.00			110.66	110.66	100.00	10.66
(9/2-9/29)								
6/24-8/30	Excepted—pregnancy							
1956-4	Mrs. Victor Hess	300.00		10.36	350.68	361.04	300.00	61.04
1957-1	"	350.00			494.81	494.81	350.00	144.81
1957-2	"	300.00		28.39	440.65	469.04	300.00	169.04
1957-3	"	325.00			449.21	449.21	325.00	124.21

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1957-4	Mrs. Victor Hess	275.00			372.26	372.26	275.00	97.26
1958-1	"	350.00		11.05	436.48	447.53	350.00	97.53
1958-2	"	350.00		26.78	471.11	497.89	350.00	147.89
1958-3	"	300.00			427.68	427.68	300.00	127.68
1958-4	"	300.00			449.85	449.85	300.00	149.85
1959-1	"	400.00		14.69	575.47	590.16	400.00	190.16
1959-2	"	300.00			468.25	468.25	300.00	168.25
1959-3	"	350.00		31.33	515.02	546.35	350.00	196.35
1959-4	"	250.00		19.33	383.40	402.73	250.00	152.73
1960-1	"	432.00			579.97	579.97	432.00	147.97
1960-2	"	324.00		32.73	469.83	502.56	324.00	178.56
1960-3	"	378.00			488.56	488.56	378.00	110.56
1960-4	"	324.00			439.80	439.80	324.00	115.80
1961-1	"	360.00		27.02	418.03	445.06	360.00	85.06
1961-2	"	210.00		31.98	538.75	570.73	210.00	360.73

Total Net Backpay Through 2nd Quarter 1961 3,327.48

Green, Louise
SS# 435-28-7960

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: 4/28/55

Backpay Period: 4/14/55 to 4/28/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				62.80	62.80		62.80

Total Net Backpay 62.80

Griffin, Audrey Mae SS# 433-48-7504	Date of Application for Reinstatement 5/13/55	Date Reinstated or Offered Reinstatement None	Backpay Period 5/23/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	163.54	188.66		188.66
1955-3	Leon Godchaux Clothing Co.	80.00			410.00	410.00	80.00	330.00
1955-4	"	230.98			335.05	335.05	230.98	104.47
1956-4	Mayfair of New Orleans, Inc.	193.82		10.36	350.68	361.04	193.82	167.22
1957-1	"	280.67			494.81	494.81	280.67	214.14
1957-2	"	301.10		28.39	440.65	469.04	301.10	167.94
1957-3	"	335.17			449.25	449.25	335.17	114.04
1957-4	"	308.77			372.26	372.26	308.77	63.49
1958-1	W. T. Beall Co.	68.15		11.05	436.48	447.53	68.15	379.38
1958-2	Unemployed			26.78	471.11	497.89		497.89

Total Net Backpay Through 2nd Quarter 1961 2227.23

Griffin, Ethel (Abernathy)
SS# 439-26-5889

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
4/26/55

Backpay Period
4/14/55 to 4/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				50.08	50.08		50.08

Total Net Backpay 50.08

Griffin, Joyce M. SS# 437-32-4582		Date of Application for Reinstatement 4/8/55		Date Reinstated or Offered Reinstatement 5/23/55				Backpay Period 4/19/55 to 5/23/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	New Orleans Laundries	127.07			150.60	150.60	127.07	23.53
						Total Net Backpay		23.53

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

Cases Nos. 15-CA-721, 15-CA-723

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Guidry, Mary A. SS# 439-20-4909	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 8/26/55	Backpay Period 4/14/55 to 8/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				255.09	255.09		255.09

Total Net Backpay 612.63

Hall,
Catherine J.
SS# Unknown

Date of Application for Reinstatement
4/20/55

Date Reinstated or Offered Reinstatement
6/3/55

Backpay Period
4/28/55 to 6/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown				240.20	240.20		240.20

Total Net Backpay 240.20

Hamilton, Veoila (Gibson) SS# 436-32-7694		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 5/2/55				Backpay Period 4/14/55 to 5/2/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				75.73	75.73		75.73
						Total Net Backpay		75.73

Harris,
Freddie
SS# 438-05-8633

Date of
Application for Reinstatement
4/5/55

Date Reinstated or
Offered Reinstatement
5/10/55

Backpay Period
4/14/55 to 5/10/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				187.77	187.77		187.77

Total Net Backpay 187.77

Haynes, Gustavia (Gale) SS# 434-46-6599		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement None			Backpay Period 4/14/55 to Present	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/3 to 4/20) (6/4 end of quarter) (4/20/ to 6/3/55) Excepted—illness			25.12	137.12	162.24		162.24
1955-3	Chicago Hat Works Chicago, Ill.	120.00			410.00	410.00	120.00	290.00
1955-4	Schram Bros.	166.00			335.05	335.05	166.00	169.05
1956-1	"	403.83		16.65	526.18	542.83	403.83	139.00
1956-2	"	136.86			444.02	444.02	136.86	307.16
1957-1	"	405.75			494.81	494.81	405.75	89.06
1957-3	"	436.58			449.21	449.21	436.58	12.63
1958-1	"	303.77		11.05	436.48	447.53	303.77	143.76
1958-2	Unemployed			26.78	471.11	497.89		497.89
1958-3	Schram Bros.	335.67			427.68	427.68	335.67	92.01

Haynes, Gustavia
(Gale)
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-4	Schram Bros.	277.26			449.85	449.85	277.26	172.59
1959-1	"	587.18		14.69	575.47	590.16	587.18	2.98
1959-2	"	333.96			468.25	468.25	333.96	134.29
1960-1	"	335.80			579.97	579.97	335.80	244.17
1960-2	"	404.40		32.73	469.83	502.56	404.40	98.16
1960-3	"	470.21			488.56	488.56	470.21	18.35
1960-4	"	230.77			439.80	439.80	230.77	209.03
1961-1	"	251.71		27.02	418.03	445.05	251.71	193.34
1961-2	"	300.19		31.98	538.75	570.73	300.19	270.54

Total Net Backpay Through 2nd Quarter 1961 3246.25

Haynes, Ida
SS# 438-34-0344

Date of Application for Reinstatement 4/22/55

Date Reinstated or Offered Reinstatement None

Backpay Period 5/3/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (5/3-5/19) (6/24-end of quarter)	Unemployed			25.12	88.25	113.37		113.37
5/19-6/23	Excepted—Ill							
1955-3	Selfemployed—Beauty Parlor	114.18						
	Supplies & equipment		11.53		410.00	410.00	102.65	307.35
1955-4	Selfemployed	103.80						
	Supplies & equipment		11.53		335.05	335.05	92.27	242.78
1956-1	Selfemployed	166.08						
	Supplies & equipment		11.53	16.65	526.18	542.83	154.55	388.28
1956-2	Selfemployed	124.56						
	Supplies & equipment		11.53		444.02	444.02	113.03	330.99
1956-3	Selfemployed	145.32						
	Supplies & equipment		11.53	28.92	428.10	457.02	133.79	323.23
1956-4	Selfemployed	124.56						
	Supplies & equipment		11.53	10.36	350.68	361.04	113.03	248.01

Haynes,
Ida
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1957-1	Selfemployed	134.94						
	Supplies & equipment		11.53		494.81	494.81	123.41	371.40
1957-2	Selfemployed	124.56						
	Supplies & equipment		11.53	28.39	440.65	469.04	113.03	356.01
1957-3	Selfemployed	145.32						
	Supplies and equipment		11.53		372.26	372.26	133.79	238.47
1957-4 (9/29-11/17)	Selfemployed	72.66			249.85	249.85	72.66	177.19
11/18-end of quarter—Excepted—Ill								
1958-2 (5/1-end of quarter)	Selfemployed	87.19		26.78	278.80	305.58	87.19	218.39
3/23-5/1	Excepted ill							
1958-3	Selfemployed	124.56			427.68	427.68	124.56	303.12
1958-4	Selfemployed	124.56			449.85	449.85	124.56	325.29
1959-1	Selfemployed	166.08		14.69	575.47	590.16	166.08	424.08

Haynes,
Ida
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Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-2	Selfemployed		124.56			468.25	468.25	124.56	343.69
1959-3	"		145.32		31.33	515.02	546.35	145.32	401.03
1959-4	"		103.80		19.33	383.40	402.73	103.80	298.93
1960-1	"		166.08			579.97	579.97	166.08	413.89
1960-2	"		124.56		32.73	469.83	502.56	124.56	378.00
1960-3	"		145.32			488.56	488.56	145.32	343.24
1960-4	"		124.56			439.80	439.80	124.56	315.24
1961-1	"	(assumed) Est.	124.56		27.02	418.03	445.05	124.56	320.49
1961-2	"	(assumed) Est.	145.32		31.98	538.75	570.73	145.32	425.41

Total Net Backpay Through 2nd Quarter 1961 7607.88

Head,
Marguerite
SS# 437-38-3140

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
5/15/55

Backpay Period
4/14/55 to 5/15/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				138.79	138.79		138.79

Total Net Backpay 138.79

Henderson, Victoria SS# 435-38-3976	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/19/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Seg-mar Inc.	130.51		25.12	314.13	339.25	130.51	208.74
1955-3	"	405.44			410.00	410.00	405.44	4.56
1956-1	"	443.02		16.65	526.18	542.83	443.02	99.81
1956-3	"	386.50		28.92	428.10	457.02	386.50	70.52
1957-1	"	415.25			494.81	494.81	415.25	79.56
1957-2	"	396.50		28.39	440.65	469.04	396.50	72.54
1957-3	E. H. Blum	169.25			449.21	449.21	169.25	279.96
1958-1	Seg-mar Inc.	422.00		11.05	436.48	447.53	422.00	25.53
1958-2	"	453.25		26.78	471.11	497.89	453.25	44.64
1958-3	"	173.00			427.68	427.68	173.00	254.68
1958-4	"	116.00			449.85	449.85	116.00	333.85
1959-1	"	425.00		14.69	575.47	590.16	425.00	165.16

1959-3 Entire Quarter—excepted—ill

Henderson,
Victoria
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Year & Quarter	Remarks			Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-4	Unemployed					19.33	383.40	402.73		402.73
1960-1	Seg-mar			383.70			579.97	579.97	383.70	196.27
1960-2	"			209.75		32.73	469.83	502.56	209.75	292.81
1960-3	"			384.25			488.56	488.56	384.25	104.31
1960-4	"			384.25			439.80	439.80	384.25	55.55
1961-1	"	(Assume)	"	384.25		27.02	418.03	445.05	384.25	60.80
1961-2	"	"	"	384.25		31.98	538.75	570.73	384.25	186.48

Total Net Backpay Through 2nd Quarter 1961 2,938.50

Hicks, Rose Marie SS# 435-34-2465	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement None				Backpay Period 4/14/55 to Present		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				410.00	410.00		410.00
1955-4	"				335.05	335.05		335.05
1956-1	La Vatos Seafood Restaurant	44.00						
	E. H. Blum	77.78		16.65	526.18	542.83	121.78	421.05
1956-3	"	330.10		28.92	428.10	457.02	330.10	126.92
1956-4	"	332.95		10.31	350.68	361.04	332.95	28.09
1957-1	"	119.70						
	Schram Bros.	231.82			494.81	494.81	351.52	143.29
1957-2	E. H. Blum	447.10		28.39	440.65	469.04	447.10	21.94
1957-3	E. H. (or Schram Bros.)	445.60			449.21	449.21	445.60	3.56
1957-4	Schram Bros.	97.60			372.26	372.26	97.60	274.66
1958-1	Schram Bros.	111.00						

Hicks,
Rose Marie
Page 2

Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-1	D. H. Goldman & R. S. Morris		227.50		11.05	436.48	447.53	338.50	109.03
1958-2	"		348.30		26.78	471.11	497.89	348.30	149.59
1958-4	"		284.85			449.85	449.85	284.85	165.00
1959-1	Unemployed				14.69	575.47	590.16		590.16
1959-2	"					468.25	468.25		468.25
1959-3	Schram Bros.		473.80		31.33	515.02	546.02	473.80	72.55
1960-1	"		472.33			579.97	579.97	472.33	107.64
1960-2	"		490.63		32.73	469.83	502.56	490.63	11.93
1961-2	"	(Assumed) Est.	490.63		31.98	538.75	580.73	490.63	80.10

Total Net Backpay Through 2nd Quarter 1961 3876.35

Hill, Bertha SS# 435-38-1045	Date of Application for Reinstatement 12/2/54	Date Reinstated or Offered Reinstatement 9/19/55	Backpay Period 12/10/54 to 9/19/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1954-4	Unknown				7.42	7.42		7.42
1955-1	"				486.92	486.92		486.92
1955-2	"			25.12	380.09	405.21		405.21
1955-3	"				347.39	347.39		347.39

Total Net Backpay 1246.94

Holden, Helen
SS# 437-32-5993

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Unemployed			25.12	332.42	357.54		357.54

Total Net Backpay Through 2nd Quarter 1961 357.54

Hollingshed, Gennie SS# 435-38-0917	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 10/10/55	Backpay Period 4/14/55 to 10/10/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				410.00	410.00		410.00
1955-4	"				32.55	32.55		32.55

Total Net Backpay 800.09

Hubbard, Ruth
SS# 437-32-1425

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: 1/1/56

Backpay Period: 4/14/55 to 1/1/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Patricia Frank—Day work	220.00		25.12	332.42	357.54	220.00	137.54
1955-3	"	280.00			410.00	410.00	280.00	130.00
1955-4	"	200.00			335.05	335.05	200.00	135.05

Total Net Backpay 402.59

Hughes, Ninnie Bell SS# 436-34-9084		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 7/26/55			Backpay Period 4/14/55 to 7/26/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	New Orleans Laundries	302.70		25.12	332.42	357.54	302.70	54.84

Total Net Backpay 54.84

Jackson, Eleanora
SS# 436-32-7586

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 8/15/55

Backpay Period 4/14/55 to 8/15/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	D. S. Bergeron—Day work	33.00		25.12	332.42	357.54	33.00	324.54
1955-3	"	24.00			191.90	191.90	24.00	167.90

Total Net Backpay 492.44

Jackson, Louise SS# 439-30-0119	Date of Application for Reinstatement 4/22/55	Date Reinstated or Offered Reinstatement None				Backpay Period 5/3/55 to Present		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	250.60	275.72		275.72
1955-3	Mrs. Peter Nastasi—Domestic Work	220.00			410.00	410.00	220.00	190.00
1955-4	"	294.00			335.05	335.05	294.00	41.05
1956-1	"	273.00		16.65	526.18	542.83	273.00	269.83
1956-2	Unemployed				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	John Dart—Domestic Work	175.00		10.36	350.68	361.04	175.00	186.04
1957-1	" Also worked at La Societe Des Dames Hospitaliers at night not included in interim earned 95.28.	338.00			494.81	494.81	338.00	156.81
1957-2	John Dart Hospitaliers 333.60 not included in interim.	338.00		28.39	440.65	469.04	338.00	131.04
1957-3	John Dart Hospitaliers 348.78 not included.	325.00			449.21	449.21	325.00	124.21
1957-4	John Dart Hospitaliers 345.00 not included.	338.00			372.26	372.26	338.00	34.26

Jackson,
Louise
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-1	John Dart Hospitaliers 153.20 & St. Anna's Asylum 40.65 not included.	338.00		11.05	436.48	447.53	338.00	109.53
1958-3	John Dart	338.00			427.68	427.68	338.00	89.68
1958-4	"	338.00			449.85	449.85	338.00	111.85
1959-1	"	338.00		14.69	575.47	590.16	338.00	252.16
1959-2	"	338.00			468.25	468.25	338.00	130.25
1959-3	"	156.00		31.33	515.02	546.35	156.00	390.35
1959-4	"	338.00		19.33	383.40	402.73	338.00	64.73
1960-1	" St. Anna's Asylum 22.02 not included	338.00			579.97	579.97	338.00	241.97
1960-2	John Dart St. Anna's Asylum 169.84 not included.	338.00		32.73	469.83	502.56	338.00	164.56
1960-3	John Dart St. Anna's 155.34 not included.	338.00			488.56	488.56	338.00	150.56
1960-4	John Dart	338.00			439.80	439.80	338.00	101.80
1961-1	"	338.00		27.02	418.03	445.05	338.00	107.05
1961-2	" (assumed)	Est. 338.00		31.98	538.75	570.73	338.00	332.73
					Total Net Backpay Through 2nd Quarter 1961			4617.11

Jeff, Catherine (Clark) SS# 434-44-4894	Date of Application for Reinstatement 1/28/56	Date Reinstated or Offered Reinstatement None	Backpay Period 2/6/56 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1956-1	Baby sitting—employer unknown	72.00			277.99	277.99	72.00	205.99
1956-2	Convalescent Home—City Park Blvd.	300.00			444.02	444.02	300.00	144.02
1958-1	New Orleans Building Maintenance	Est. 131.25		11.05	436.48	447.53	131.25	316.28
1958-2	"	" 131.25		26.78	471.11	497.89	131.25	366.64
1958-3	"	" 131.25			427.68	427.68	131.25	296.43
1958-4	"	" 131.25			449.85	449.85	131.25	318.60
1959-1	"	" 71.10		14.69	575.47	590.16	71.10	519.06
1959-2 (4/5 to 6/13)	"	" 71.10			390.21	390.21	71.10	319.11
6/14 to end of quarter—Excepted—Ill								
1959-4 (10/18 to end of quarter)	New Orleans Building Maintenance	" 71.10		19.33	306.24	325.57	71.10	254.47

Jeff, Catherine
(Clark)
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
10/4 to 10/17 Excepted—Ill								
1960-1	New Orleans Building Maintenance	Est. 76.71			579.97	579.97	76.71	503.26
1960-2	"	" 76.71		32.73	469.83	502.56	76.71	425.85
1960-3	"	" 76.71			488.56	488.56	76.71	411.85
1960-4	"	" 76.71			439.80	439.80	76.71	363.09
1961-1	"	" 202.28		27.02	418.03	445.05	202.28	242.77
1961-2	"	" 202.28		31.98	538.75	570.73	202.28	368.45

Total Net Backpay Through 2nd Quarter 1961 5055.87

Johnson, Eunice SS# 437-44 7260	Date of Application for Reinstatement 8/15/54	Date Reinstated or Offered Reinstatement None				Backpay Period 8/15/54 to Present		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1954-3	Unemployed				225.35	225.35		225.35
1955-2	Mr. Lester Mitchell	110.00		25.12	380.09	405.21	110.00	295.21
1955-3	"	347.50			410.00	410.00	347.50	62.50
1955-4	"	275.00			335.05	335.05	275.00	60.05
1956-1	"	440.00		16.65	526.18	542.83	440.00	102.83
1956-2	"	330.00			444.02	444.02	330.00	114.02
1956-3	Entire quarter—Excepted—pregnant							
1955-4	Mr. Lester Mitchell	330.00		10.36	350.68	361.04	330.00	31.04
1957-1	"	84.00						
	Manuel Hernandez	20.00			494.81	494.81	104.00	390.81
1957-2	Entire quarter—Excepted—pregnant							
1957-3	Lester Mitchell	84.00						
	Garrow Star Restaurant	54.00			449.21	449.21	138.00	311.21
1957-4	Lester Mitchell	72.00						
	Garrow Star	180.00			372.26	372.26	252.00	120.26
1958-1	Lester Mitchell	78.00		11.05	436.48	447.53	78.00	369.53
1958-2	"	84.00		26.78	471.11	497.89	84.00	413.89

Johnson,
Eunice
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-3	Lester Mitchell	72.00			427.68	427.68	72.00	355.68
1958-4	"	72.00			449.85	449.85	72.00	377.85
1959-1	"	90.00						
	Albert S. Lebreton & Wm. A. Kentner	40.48		14.69	575.47	590.16	130.48	459.68
1959-2	Franklin Stores	4.00			468.25	468.25	4.00	464.25
1959-3	Unemployed				546.35	546.35		546.35
1959-4	"			19.33	383.40	402.73		402.73
1960-1	Krause Co. Ltd.	106.15						
(12/27/59-2/20/60)	Perry's Restauant	66.66			316.91	316.91	172.81	144.10
1960-2	Perry's	25.00		32.73	469.83	502.56	25.00	477.56
1960-3	Unemployed				488.56	488.56		488.56
1960-4	Ray Restaurant	100.00			439.80	439.80	100.00	339.80
1961-1	Unemployed			27.02	418.03	445.05		445.05
1961-2	Unknown			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 7569.04

Johnson, Luella SS# 439-24-1892	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 8/3/55	Backpay Period 4/5/55 to 8/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	New Orleans Laundries	145.70		25.12	265.86	290.98	145.70	145.28
1955-3	"	109.45			141.30	141.30	109.45	31.85

Total Net Backpay 177.13

Johnson, Maybelle SS# 436-20-1444	Date of Application for Reinstatement 12/15/55	Date Reinstated or Offered Reinstatement No	Backpay Period 12/23/55 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1956-1	Intermittent housework	108.00			458.57	458.57	108.00	350.57
1956-2	Airline Foods, Inc.	105.00						
	Ipik Veneer Co.	162.75			444.02	444.02	267.75	176.27
1956-3	Ipik Veneer Co.	129.88		28.92	428.10	457.02	129.88	327.14
1957-2	"	367.40		28.39	440.65	469.04	367.40	101.64
1957-3	Dobbs Houses Inc.	377.00			449.21	449.21	377.00	72.21
1958-2	"	496.00		26.78	471.11	497.89	496.00	1.89
1958-4	"	151.75			449.85	449.85	151.75	298.10
1959-1	Jefferson Downs Inc.	63.00		14.69	575.47	590.16	63.00	527.16
1959-2	Philmar, Inc.	54.00						
	Frostop Harahan	26.50			468.25	468.25	80.50	387.75
1959-3	Ipik Veneer Co.	416.70		31.33	515.02	546.35	416.70	129.65
1960-1	"	446.20			579.97	579.97	446.20	33.77
1960-2	"	226.20		32.73	469.83	502.56	226.20	276.36
1960-3	Unemployed				488.56	488.56		488.56
1960-4	"				439.80	439.80		439.80
1961-1	Unknown			27.02	418.03	445.03		445.03
1961-2	"			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 4636.63

Johnson, Olivia SS# 439-30-8661		Date of Application for Reinstatement 3/29/55		Date Reinstated or Offered Reinstatement 4/26/55			Backpay Period 4/6/55 to 4/26/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				92.20	92.20		92.20
						Total Net Backpay		92.20

Johnson, Verna L.
SS# 438-40-9571

Date of Application for Reinstatement 7/7/54

Date Reinstated or Offered Reinstatement 2/8/57

Backpay Period 7/15/54 to 2/8/57

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1954-3	La. Garment Co.	200.86			361.48	361.48	200.86	160.62
1954-4	"	198.78		8.95	344.76	353.71	198.78	154.93
1955-1	Moore Institute of Art & Science Philadelphia, Pa.	155.45			486.92	486.92	155.45	331.47
1955-2	Liberty Sport Togs Inc. Philadelphia, Pa.	29.25		25.12	380.09	405.21	29.25	375.96
1955-3	"	52.30						
	Wilder Inc. Philadelphia, Pa.	156.00						
	Keplinger's Restaurant Philadelphia, Pa.	42.72			410.00	410.00	251.02	158.98
1955-4	Unemployed				335.05	335.05		335.05
1956-1	Entire quarter—excepted—Pregnant							
1956-2	Unemployed				444.02	444.02		444.02
1956-3	Unemployed			28.92	428.10	457.02		457.02

Johnson,
Verna L.
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1956-4	Progressive Coat & Apron Mfg. Co. Philadelphia, Pa.	129.25						
	Courtney Clothes Inc. Philadelphia, Pa.	46.50						
	Ioneer Canvas Products Philadelphia, Pa.	26.40		10.36	350.68	361.04	202.15	158.89
1957-1	Haspel Bros. Inc.	14.00			205.47		14.00	191.47

Total Net Backpay 2768.41

Johnson, Virginia
SS# 438-30-9831

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
8/5/55

Backpay Period
4/14/55 to 8/5/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				153.88	153.88		153.88

Total Net Backpay 511.42

Jolly, Ruth Joyce SS# 437-50-6751		Date of Application for Reinstatement 11/7/55		Date Reinstated or Offered Reinstatement 7/23/56			Backpay Period 11/21/55 to 7/23/56	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-4	Southwinds Motor Court	90.00			103.87	103.87	90.00	13.87
1956-1	"	510.00		16.65	526.18	542.83	510.00	32.83
1956-2	"	360.00			444.02	444.02	360.00	84.02

Total Net Backpay 130.72

Jones,
Edna
SS# 438-28-4276

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
4/28/55

Backpay Period
4/14/55 to 4/28/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				69.16	69.16		69.16

Total Net Backpay 69.16

Jones, Shirley Mae SS# 325-28-0194	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement 12/7/55	Backpay Period 4/8/55 to 12/7/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	285.93	311.05		311.05

Total Net Backpay 311.05

Joshua,
Olivia
SS# 437-38-6161

Date of Application for Reinstatement 5/10/55

Date Reinstated or Offered Reinstatement 6/6/55

Backpay Period 5/18/55 to 6/6/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				68.38	68.38		68.38

Total Net Backpay 68.38

Keeler, Johnnie Mae SS# 439-32-9074	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement 8/4/55	Backpay Period 4/19/55 to 8/4/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Ward Baking Co.	36.55		25.12	314.13	339.25	36.55	302.70
1955-3	Unemployed				147.59	147.59		147.59

Total Net Backpay 450.59

Kelly,
Dorothy
SS# Unknown

Date of Application for Reinstatement
5/3/55

Date Reinstated or Offered Reinstatement
5/17/55

Backpay Period
5/3/55 to 5/17/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Alamo Cleaners	56.00			62.99	62.99	56.00	6.99

Total Net Backpay 6.99

Kimble, Alnetta SS# 439-24-2688	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 10/1/55				Backpay Period 4/14/55 to 10/1/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Rutter Rex Reinstated 4/28/55—But not to proper position until 10/1/55	141.68		25.12	332.42	357.54	141.68	215.86
1955-3	Rutter Rex	277.64			410.00	410.00	277.64	132.36
						Total Net Backpay		348.22

Landry, Lila Coston (Thompson)
SS# 437-44-4835

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mercy Hospital Uniforms, shoes etc.	247.50	18.00	25.12	332.42	357.54	229.50	128.04
1955-3	Mercy Hospital Uniforms & shoes	292.50	18.00		410.00	410.00	274.50	135.50
1955-4	Mercy Hospital Uniforms & shoes	292.50	18.00		335.05	335.05	274.50	60.55
1956-1	Mercy Hospital Uniforms & shoes	304.09	18.00	16.65	526.18	542.83	286.09	256.74
1956-2	Mercy Hospital Uniforms & shoes	307.50	18.00		444.02	444.02	289.50	154.52
1956-3	Mercy Hospital Uniforms & shoes	320.00	18.00	28.92	428.10	457.02	302.00	155.02
1956-4	Mercy Hospital Uniforms & shoes	322.50	18.00	10.36	350.68	361.04	304.50	56.54
1957-1	Mercy Hospital Uniforms & shoes	322.50	18.00		494.81	494.81	304.50	190.31

Landry, Lila Coston
(Thompson)
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1957-2	Mercy Hospital	90.73						
	B. F. Davis Garment Co. Inc.	375.75		28.39	440.65	469.04	466.48	2.56
1957-3	"	426.75			449.21	449.21	426.75	22.46
1958-2	"	300.18		26.78	471.11	497.89	300.18	197.71
1958-3	"	393.50			427.68	427.68	393.50	34.18
1959-1	"	416.07		14.69	575.47	590.16	416.07	174.09
1959-2	Entire Quarter excepted—pregnancy							
1959-3	B. F. Davis	209.94		31.33	515.02	546.35	209.94	336.41
1959-4	"	395.85		19.33	383.40	402.73	395.85	6.88
1960-1	"	400.37			579.97	579.97	400.37	179.60
1960-3	"	463.97			488.56	488.56	463.97	24.59
1960-4	"	Est. 409.03			439.80	439.80	409.03	30.77
1961-1	"	Est. 409.03		27.02	418.03	445.05	409.03	36.01
1961-2	" (assumed)	" 409.03		31.98	538.75	570.73	409.03	161.70

Total Net Backpay Through 2nd Quarter 1961 2344.19

Lanier, Elmarie (Carolina) SS# 433-42-0081	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Excepted—illness							
1955-4	Unemployed				335.05	335.05		335.05
1956-1	"			16.65	526.18	542.83		542.83
1956-2	"				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	Katz & Besthoff Inc.	190.82						
	Expenses—hairnets		1.00	10.36	350.68	361.04	189.82	171.22
1957-1	Katz & Besthoff	77.97						
	Charity Hospital	250.00			494.81	494.81	327.97	166.84
1957-2	"	360.00						
	Uniforms & Identification pin		10.00	28.39	440.65	469.04	350.00	119.04
1957-3	Charity Hospital	362.50			377.35	377.35	362.50	14.85
(9/16 to 9/28/57)	Excepted—illness							
1957-4	Southern Baptist Hospital	80.00			372.26	372.26	80.00	292.26
1958-1	"	27.50						
	Mrs. Sanders (housework)	252.00		11.05	436.48	447.53	279.50	168.03
1958-2	"	294.00		26.78	471.11	497.89	294.00	203.89

Total Net Backpay 3272.59

Lanier, Ernestine SS# 433-42-1014	Date of Application for Reinstatement 6/7/55	Date Reinstated or Offered Reinstatement None	Backpay Period 6/15/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	New Orleans Laundries	22.30		25.12	39.64	64.76	22.30	42.46
1955-3	"	218.68			410.00	410.00	218.68	191.32
1955-4 (10/26/55	Unemployed to 12/3/55) Excepted period—Ill				148.14	148.14		148.14
1956-1	Mrs. Lawrence Taylor	147.00		16.65	526.18	542.83	147.00	395.83
1956-2	"	196.00						
	Mrs. W. D. Younce (housework)	72.00			444.02	444.02	268.00	176.02
1956-3	"	234.00		28.92	428.10	457.02	234.00	223.02
1956-4	"	234.00		10.36	350.68	361.04	234.00	127.04
1957-1	"	234.00			494.81	494.81	234.00	260.81
1957-2	"	162.00		28.39	440.65	469.04	162.00	307.04
1957-3	Unemployed				449.21	449.21		449.21
1957-4	"				372.26	372.26		372.26
1958-1	"			11.05	436.48	447.53		447.53
1958-2	"			26.78	471.11	497.89		497.89
1958-3	"				427.68	427.68		427.68

Lanier,
Ernestine
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-4	Port of New Orleans Dock Board	357.68			449.85	449.85	357.68	92.17
1959-1	"	386.53		14.69	575.47	590.16	386.53	203.63
1959-2	Unemployed				468.25	468.25		468.25
1959-3	New Orleans Roosevelt Corp.	25.52		31.33	515.02	546.35	25.52	520.83
1959-4	"	29.63						
	Housework	162.00		19.33	383.40	402.73	191.63	211.10
1960-1	Unemployed				579.97	579.97		579.97
1960-2	"			32.73	469.83	502.56		502.56
1960-3	"				488.56	488.56		488.56
1960-4	Brennan & Brennan	149.17			439.80	439.80	149.17	290.63
1961-1	R. C. Mfg. Co., Inc. Los Angeles, California	23.50						
	Brennan & Brennan	175.00		27.02	418.03	445.05	198.50	246.55
1961-2	Unknown			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 8241.23

LaRoche,
Sophie B.
SS# 436-44-4752

Date of Application for Reinstatement
1/10/55

Date Reinstated or Offered Reinstatement
7/26/55

Backpay Period
1/18/55 to 7/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Unemployed (1/18 to end of quarter)				353.77	353.77		353.77
1955-2	Unemployed			25.12	380.09	405.21		405.21
1955-3	" (Beginning of quarter to 7/26)				103.55	103.55		103.55

Total Net Backpay 862.52

Larose, Gertrude
SS# 437-38-0370

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
6/9/55

Backpay Period
4/14/55 to 6/9/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				252.90	252.90		252.90

Total Net Backpay 252.90

Larrieu, Louis, Jr. SS# 437-32-4081	Date of Application for Reinstatement 4/18/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/26/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	New Orleans Laundries	3.47						
	New Orleans Public Service	64.00		6.75	379.54	386.29	67.47	318.82
1955-3	Gulf Atlantic Warehouse	85.00						
	T. F. Scholes, Inc.	30.64			544.96	544.96	115.90	429.06
1955-4	New Orleans Public Service	16.00			406.68	406.68	16.00	390.68
1956-1	Gulf Atlantic Warehouse	47.60						
	Higgins, Inc.	338.70			667.48	667.48	386.30	281.18
1956-3	Ward Baking Co.	12.40						
	Higgins, Inc.	15.55						
	New Orleans Butchers Corp.	5.25		7.56	597.09	604.65	33.20	571.45
1956-4	Ward Baking Co.	307.31			539.87	539.87	307.31	232.56
1957-1	Gulf Atlantic	556.21			647.36	647.36	556.21	91.15
1957-3	"	450.03			603.19	603.19	450.03	153.16

Larrieu,
Louis, Jr.
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-1	Gulf Atlantic	578.97			597.74	597.74	578.97	18.77
1958-2	"	576.34		7.80	578.99	586.79	576.34	10.45
1958-3	"	236.92			520.53	520.53	236.92	283.61
1958-4	"	313.08			539.04	539.04	313.08	225.96
1959-1	"	309.74			605.10	605.10	309.74	295.36
1959-2	"	407.44			505.85	505.85	407.44	98.41
1959-3	"	467.02						
	Excel Manufacturing	37.33		8.10	542.66	550.76	504.35	46.41
1960-1	Gulf Atlantic	611.05			614.93	614.93	611.05	3.88
1960-4	"	443.70			545.39	545.39	443.70	101.69

Total Net Backpay Through 2nd Quarter 1961 3552.60

Learson, Dorothy White
SS# 437-38-3964

Date of Application for Reinstatement
4/15/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/25/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	326.46	351.58		351.58
1957-4	Mrs. Bill Hoffins—Domestic Work	153.00			372.26	372.26	153.00	219.26
	Total Net Backpay Through 2nd Quarter 1961							570.84

LeBeau,
Edna
SS# 437-34-5167

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
5/5/55

Backpay Period
4/14/55 to 5/5/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Worth, Domestic Work	8.28			100.85	100.85	8.28	92.57

Total Net Backpay 92.57

Lee,
Ruby
SS# 457-38-1672

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: 4/26/55

Backpay Period: 4/14/55 to 4/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Streckfus Steamers Inc. (Part time job held after returned to Rutter Rex not included in interim)				50.08	50.08		50.08

Total Net Backpay 50.08

Lesene, Amelia
SS# 436-22-1057

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/15/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54

Total Net Backpay Through 2nd Quarter 1961 357.54

Lewis, Audrey Ann
SS# 438-36-8705

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: No proper reinstatement

Backpay Period: 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Town & Country Motel	173.40		25.12	332.42	357.54	173.40	184.14
1955-3	"	40.80						
	Rutter Rex	174.25						
	Mrs. Dupre—Domestic work	148.00			410.00	410.00	363.05	46.95
1955-4	"	200.00			335.05	335.05	200.00	135.05
1956-1	"	340.00						
	Seg Mar Inc.	13.12		16.65	526.18	542.83	353.12	189.71
1956-2	Mrs. Dupre	240.00			444.02	444.02	240.00	204.02
1956-3	Entire quarter excepted—pregnant							
1956-4	Day work—various employers	96.00		10.36	350.68	361.04	96.00	265.04
1957-1	Self-employed—sewing	140.00			494.81	494.81	140.00	354.81
1957-2	"	120.00		28.39	440.65	469.04	120.00	349.04
1957-3	"	140.00			449.21	449.21	140.00	309.21
1957-4	"	120.00			372.26	372.26	120.00	252.26
1958-1	"	140.00		11.05	436.48	447.53	140.00	307.53

Lewis,
Audrey Ann
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-2	Self-employed—sewing	140.00		26.78	471.11	497.89	140.00	357.89
1958-3	"	120.00			427.68	427.68	120.00	307.68
1958-4	"	120.00			449.85	449.85	120.00	329.85
1959-1	"	160.00		14.69	575.47	590.16	160.00	430.16
1959-2	"	120.00			468.25	468.25	120.00	348.25
1959-3	"	140.00		31.33	515.02	546.35	140.00	406.35
1959-4	"	100.00		19.33	383.40	402.73	100.00	302.73
1960-1	"	160.00			579.97	579.97	160.00	419.97
1960-2	"	100.00		32.73	469.83	502.56	100.00	402.56
1960-3	"	140.00			488.56	488.56	140.00	348.56
1960-4	"	120.00			439.80	439.80	120.00	319.80
1961-1	"	40.00						
	Keystone Insurance Co.	283.00		27.02	418.03	445.05	323.00	122.05
1961-2	" (Assumed)	Est. 490.00		31.98	538.75	570.73	490.00	80.73

Total Net Backpay Through 2nd Quarter 1961 6774.34

Lewis, Doris
SS# 433-30-9702

Date of Application for Reinstatement
4/8/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/19/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1957-3	Charity Hospital (7/15 to end of quarter)	312.50			381.60	381.60	312.50	69.10
1958-1	Charity Hospital	375.00		11.05	436.48	447.53	375.00	72.53
1958-2	"	375.00		26.78	471.11	497.89	375.00	122.89
1958-3	"	375.00			427.68	427.68	375.00	52.68
1958-4	"	375.00			449.85	449.85	375.00	74.85
1959-1	"	375.00		14.69	575.47	590.16	375.00	215.16
1959-2	"	375.00			468.25	468.25	375.00	93.25
1959-3	"	375.00		31.33	515.02	546.35	375.00	171.35
1959-4	"	375.00		19.33	383.40	402.73	375.00	27.73
1960-1	"	375.00			579.97	579.97	375.00	204.97
1960-2	"	375.00		32.73	469.83	502.56	375.00	127.56
1960-3	"	465.00			488.56	488.56	465.00	23.56
1961-2	"	525.00		31.98	538.75	570.73	525.00	45.73

Total Net Backpay Through 2nd Quarter 1961 1301.36

Lewis,
Leonard T., Jr.
SS# 436-28-4933

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to present

Year & Quarter	Remarks	Interim Earnings	Xmas. & Vac. Bonus Expenses	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Haspel Brothers Inc.	529.01	11.11	543.54	554.65	529.01	25.64
1956-1	"	816.53		875.32	875.32	816.53	58.79
1956-2	"	553.43		642.18	642.18	553.43	88.75
1957-1	"	675.75		682.36	682.36	675.75	6.61
1957-3	"	612.00		706.53	706.53	612.00	94.53
1958-2	"	535.35	20.29	654.17	674.46	535.35	139.11
1958-3	"	601.80		654.81	654.81	601.80	53.01
1958-4	"	621.88		682.95	682.95	621.88	61.07
1959-3	"	716.45	30.44	742.59	773.03	716.45	56.58
1960-1	"	821.30		878.89	878.89	821.30	57.59
1960-3	"	498.36		708.53	708.53	498.36	210.17
1961-2	" (assumed)	Est. 958.00	33.26	1030.48	1063.74	958.00	105.74

Total Net Backpay Through 2nd Quarter 1961 957.59

Lockett, Marie G.
SS# 417-42-1581

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
No Proper Reinstatement

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	257.54		357.54
1955-3	Rutter Rex	51.94			410.00	410.00	51.94	358.06
1955-4	Unemployed				335.05	335.05		335.05
1956-1	"			16.65	526.18	542.83		542.83
1956-2	Mrs. Hodges—Domestic work	160.00			444.02	444.02	160.00	284.02
1956-3	Unemployed			28.92	428.10	457.02		457.02
1956-4	"			10.36	350.68	361.04		361.04
1957-1	"				494.81	494.81		494.81
1957-2	Dr. Koplans—Domestic work	180.00		28.39	440.65	469.04	180.00	289.04
1957-3	"	210.00			449.21	449.21	210.00	239.21
1957-4	"	180.00			372.26	372.26	180.00	192.26
1958-1	Unemployed			11.05	436.48	447.53		447.53
1958-2	"			26.78	471.11	497.89		497.89

Lockett,
Marie G.
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Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-3	Unemployed					427.68	427.68		427.68
1958-4	"					449.85	449.85		449.85
1959-1	Dillard University		270.00		14.69	575.47	590.16	270.00	320.16
1959-2	"		288.75			468.25	468.25	288.75	179.50
1959-3	"		247.50		31.33	515.02	546.35	247.50	298.85
1959-4	"		317.66		19.33	383.40	402.73	317.66	85.07
1960-1	"		385.00			579.97	579.97	385.00	194.97
1960-2	"		330.00		32.73	469.83	502.56	330.00	172.56
1960-3	"	(Assumed)	Est. 330.00			488.56	488.56	330.00	158.56
1960-4	"	"	" 330.00			439.80	439.80	330.00	109.80
1961-1	"	"	" 330.00		27.02	418.03	445.05	330.00	115.05
1961-2	"	"	" 330.00		31.98	538.75	570.73	330.00	240.73

Total Net Backpay Through 2nd Quarter 1961 7609.08

Lodge, Kathleen SS# 433-42-7846	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Excepted—Pregnant							
1955-3	Unemployed				410.00	410.00		410.00
1955-4	Baumer Foods	30.19			335.05	335.05	30.19	304.86
1956-1	Westminister Corp.	232.87		16.65	526.18	542.83	232.87	309.96
1956-2	Unemployed				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	Excepted Ill							
1957-3	Rental Improvement Corp.	204.00						
	Lane Cotton Mill	131.12			449.21	449.21	335.12	114.09
1958-1	Rental Improvement Corp.	429.00		11.05	436.48	447.53	429.00	18.53
1958-2	"	429.00		26.78	471.11	497.89	429.00	68.89
1959-1	"	416.00		14.69	575.47	590.16	416.00	174.16
1959-2	"	316.80			468.25	468.25	316.80	151.45
				Total Net Backpay Through 2nd Quarter 1961				2452.98

Lotten, Herbert
SS# 435-38-1297

Date of Application for Reinstatement
7/29/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
8/8/55 to present

Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1956-1	C & C Cleaners		637.65			875.32	875.32	637.65	237.67
1956-3	"		650.00		17.96	713.12	731.08	650.00	81.08
1957-1	"		650.00			682.36	682.36	650.00	32.36
1957-3	"		689.00			706.53	706.53	689.00	17.53
1959-1	"		689.00						
	Lee Skyways Hotel		69.60		5.19	847.95	853.14	758.60	94.54
1959-2	C & C Cleaners		689.00			694.04	694.04	689.00	5.04
1959-3	"		689.00		30.44	742.59	773.03	689.00	84.03
1960-1	"		636.00			878.89	878.89	636.00	242.89
1960-2	"		689.00		30.77	745.87	776.64	689.00	87.64
1960-4	"		742.00			776.19	776.19	742.00	34.19
1961-1	"		636.00			804.70	804.70	636.00	168.70
1961-2	"	(assumed)	Est. 742.00		33.26	1030.48	1063.74	742.00	321.74

Total Net Backpay Through 2nd Quarter 1961 1407.41

Lyons, Lorraine SS# 436-32-7633	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 5/11/56	Backpay Period 4/14/55 to 5/11/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/14-5/28)	Unemployed				198.98	198.98		198.98
5/28-end of quarter—excepted pregnant								
1955-4	Unemployed				335.05	335.05		335.05
1956-1	Southern Manhattan	131.25		16.65	526.18	542.83	131.25	411.58
1956-2	Unemployed				444.02	444.02		444.02

Total Net Backpay 1389.63

McKinnie, Leotha
SS# 439-30-6434

Date of Application for Reinstatement 5/6/55

Date Reinstated or Offered Reinstatement 5/12/55

Backpay Period 5/6/55 to 5/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown				31.63	31.63		31.63

Total Net Backpay 31.63

Magee, Vivian SS# 436-48-0095		Date of Application for Reinstatement 4/18/55		Date Reinstated or Offered Reinstatement 12/5/55			Backpay Period 4/26/55 to 12/5/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	282.33	307.45		307.45
1955-3	J. H. Bonck Inc.	240.15			410.00	410.00	240.15	169.85
1955-4	"	229.08			299.25	299.25	229.08	70.17

Total Net Backpay 547.47

Margin, Eleanor
SS# 436-48-6067

Date of Application for Reinstatement
4/6/55

Date Reinstated or Offered Reinstatement
8/8/55

Backpay Period
4/14/55 to 8/8/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown			25.12	332.42	357.54		357.54
1955-3	"				160.15	160.15		160.15

Total Net Backpay 517.69

Marshall, Dorothy SS# 436-24-8368		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 4/28/55			Backpay Period 4/14/55 to 4/30/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				63.43	63.43		63.43
						Total Net Backpay		63.43

Marshall, Willie Lee SS# 439-26-7248	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement No proper reinstatement until 11/15/56	Backpay Period 4/19/55 to 11/15/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Porters—Day work	80.00						
	A Lawyer—Day work	40.00		25.12	314.13	339.25	120.00	219.25
1955-3	"	80.00						
	"	40.00						
	Rutter Rex	142.39			410.00	410.00	262.39	147.61
1955-4	"	237.51			335.05	335.05	237.51	97.54
1956-1	Excepted—pregnancy							
1956-2	Rutter Rex	175.00			444.02	444.02	175.00	269.02
1956-3	"	393.31		28.92	428.10	457.02	393.31	63.71
1956-4	"	206.74			210.19	210.19	206.74	3.45

Total Net Backpay 800.58

Martin, Eliska SS# 434-12-2816	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 11/15/56	Backpay Period 4/14/55 to 11/15/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Seg Mar Inc.	385.80			410.00	410.00	385.80	24.20
1956-1	"	429.29		16.65	526.18	542.83	429.29	113.54
1956-3	"	384.00		28.92	428.10	457.02	384.00	73.02

Total Net Backpay 568.30

Martin, Noel
SS# 434-48-8660

Date of Application for Reinstatement
12/7/54

Date Reinstated or Offered Reinstatement
None

Backpay Period
12/15/54 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Oliver J. Delacroix	246.98			596.34	596.34	246.98	349.36
1956-1	"	290.23		9.26	632.10	641.36	290.23	351.13
1956-3	"	422.39		9.93	473.57	483.50	422.39	61.11
1956-4	"	392.10		9.93	471.90	481.83	392.10	89.73
1957-1	"	246.15			535.81	535.81	246.15	289.66
1959-2	"	467.00			497.81	497.81	467.00	30.81
1960-1	"	511.00			646.07	646.07	511.00	135.07

Total Net Backpay Through 2nd Quarter 1961 1306.87

Mathews, Gloria SS# 434-46-8010		Date of Application for Reinstatement 5/5/55		Date Reinstated or Offered Reinstatement 7/25/55			Backpay Period 5/13/55 to 7/25/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown			25.12	199.96	225.08		225.08
1955-3	Unknown				97.27	97.27		97.27
					Total Net Backpay			322.35

Merredith, Geraldine 434-12-4052	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Self-employed—Ironing	104.00		25.12	332.42	357.54	104.00	253.54
1955-3	"	100.00			282.11	282.11	100.00	182.11
	(6/26 to 7/9)							
	(8/6 to end of quarter)							
	7/10 to 8/5 Excepted—vacation							
1955-4	Self-employed	100.00			335.05	335.05	100.00	235.05
1956-1	"	170.00		16.65	526.18	542.83	170.00	372.83
1956-2	"	120.00			444.02	444.02	120.00	324.02
1956-3	"	100.00			299.43	299.43	100.00	199.43
	(6/24 to 7/7)							
	(8/4 to end of quarter)							
	7/8 to 8/3 Excepted—vacation							
1956-4	Self-employed	120.00		10.36	350.68	361.04	120.00	241.04
1957-1	"	140.00			494.81	494.81	140.00	354.81
1957-2	"	120.00		28.39	440.65	469.04	120.00	349.04
1957-3	"	100.00			306.32	306.32	100.00	206.32
	(6/23 to 7/5)							
	(8/3 to end of quarter)							
	7/6 to 8/3 Excepted—vacation							
1957-4	Self-employed	110.00			372.26	372.26	110.00	262.26
1958-1	"	140.00		11.05	436.48	447.53	140.00	307.53

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-2	Self-employed	140.00		26.78	471.11	497.89	140.00	357.89
1958-3	"	128.00						
(6/29 to 7/13)	Expenses—iron, iron pads, gasoline to deliver & pickup laundry, electricity		70.60		286.92	286.92	57.40	229.52
(8/9 to end of quarter)								
7/13 to 8/8	Excepted—vacation							
1958-4	Self-employed Expenses iron, iron pads, gasoline, electricity	192.00	70.60		449.85	449.85	121.40	328.45
1959-1	Self-employed Expenses, iron, iron pads, gasoline, electricity	192.00	70.60	14.69	575.47	590.16	121.40	468.76
1959-2	Self-employed Expenses, iron, iron pads, gasoline, electricity	192.00	70.60		468.25	468.25	121.40	346.85
1959-3	Self-employed	160.00						
(6/28-7/12)	Expenses iron, iron pads, gasoline, electricity		70.60		424.32	424.32	89.40	334.92
(8/9 to end of quarter)								
7/12 to 8/7	Excepted—vacation							
1959-4	Self-employed Expenses iron, iron pads, gasoline, electricity	160.00	70.60	19.33	383.40	402.73	89.40	313.33

Merredith,
Geraldine
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1960-1	Self-employed	192.00						
	Expenses iron, iron pads, gasoline, electricity		70.60		579.97	579.97	121.40	458.57
1960-2	Self-employed	192.00						
	Expenses iron, iron pads, gasoline, electricity		70.60	32.73	469.83	502.56	121.40	381.16
1960-3 (6/26-7/9)	Self-employed	160.00						
	Expenses iron, iron pads, gasoline, electricity		70.60		333.68	333.68	89.40	244.28
(8/6 to end of quarter)								
7/10 to 8/5 Excepted—vacation								
1960-4	Self-employed	192.00						
	Expenses iron, iron pads, gasoline, electricity		70.60		439.80	439.80	121.40	318.40
1961-1	Self-employed	144.00						
	Expenses iron, iron pads, gasoline, electricity		70.60	27.02	418.03	445.05	73.40	371.65
1961-2	Self-employed (assumed) Est.	240.00						
	Expenses iron, iron pads, gasoline, electricity		70.60	31.98	538.75	570.73	169.40	401.33
						Total Net Backpay Through 2nd Quarter 1961		7843.09

Monette, Roberta SS# 433-40-5161		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 4/25/55			Backpay Period 4/14/55 to 4/25/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				43.72			43.72
						Total Net Backpay		43.72

Montgomery, Bessie
SS# 438-48-8318

Date of Application for Reinstatement: 8/5/55

Date Reinstated or Offered Reinstatement: None

Backpay Period: 8/15/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Haspel Bros.	103.50						
	Union dues		2.50		218.06	218.06	101.00	117.06
1955-4	"	227.26						
	Union dues		7.50		335.05	335.05	219.76	115.29
1956-1	"	301.00						
	Union dues		7.50	16.65	526.18	542.83	293.50	249.33
1956-3	"	436.57						
	Union dues		7.50	28.92	428.10	457.02	429.07	27.95
1957-1	"	397.06						
	Union dues		7.50		494.81	494.81	389.56	105.25
1958-1	"	318.73						
	Union dues		7.50	11.05	436.48	447.53	311.23	136.30
1958-2	"	410.54						
	Union dues		7.50	26.78	471.11	497.89	403.04	94.85
1958-3	"	349.29						
	Union dues		7.50		427.68	427.68	341.79	85.89

Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-1	Haspel Bros.		376.74						
	Union dues			7.50	14.69	575.47	590.16	369.24	220.92
1959-2	"		406.57						
	Union dues			7.50		468.25	468.25	399.07	69.18
1960-2	Boncks		119.67		32.73	469.83	502.56	119.67	382.89
1960-3	"		119.67			488.56	488.56	119.67	368.89
1960-4	"		119.67			439.80	439.80	119.67	320.13
1961-1	"	(assumed)	Est. 119.67		27.02	418.03	445.05	119.67	325.38
1961-2	"	"	" 119.67		31.98	538.75	570.73	119.67	451.06

Total Net Backpay Through 2nd Quarter 1961 3070.37

Moore,
Leola
SS# 437-32-7932

Date of Application for Reinstatement 5/4/55

Date Reinstated or Offered Reinstatement 8/4/55

Backpay Period 5/12/55 to 8/4/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	U. S. Naval Station	34.20		25.12	206.29	231.41	34.20	197.21
1955-3	Unemployed				147.59	147.59		147.59

Total Net Backpay 344.80

Moore, Orelia SS# 433-42-9380		Date of Application for Reinstatement 4/8/55		Date Reinstated or Offered Reinstatement 5/12/55				Backpay Period 4/19/55 to 5/12/55	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				107.88	107.88		107.88
					Total Net Backpay			107.88

Morrison, Elouise (Epps)
436-36-0647

Date of Application fo Reinstatement
6/7/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
6/15/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	National Food Products Inc.	24.00		25.12	52.88	78.00	24.00	54.00
1955-3	"	393.36			410.00	410.00	393.36	16.64
1955-4	"	330.16			335.05	335.05	330.16	4.89
1956-1	"	364.93		16.65	526.18	542.83	364.93	177.90
1956-2	"	423.58			444.02	444.02	423.58	20.44
1957-1	"	408.96			494.81	494.81	408.96	85.85
1957-2	"	328.91		28.39	440.65	469.04	328.91	140.13
1957-3	"	360.88			449.21	449.21	360.88	88.33
1958-1	"	371.44		11.05	436.48	447.53	371.44	76.09
1958-2	Housework—various employers	140.00		26.78	471.11	497.89	140.00	357.89
1958-3	"	70.00						
	Katz & Besthoff Drugs	61.52						
	La. Garment Co.	1.65			427.68	427.68	133.17	294.51
1958-4	Mercy Hospital	271.15			449.85	449.85	271.15	178.70

Morrison, Elouise
(Epps)
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-1	"	219.68		14.69	575.47	590.16	219.68	370.48
1959-2	Mrs. Paul Dorsey—Domestic	330.00			468.25	468.25	330.00	138.25
1959-3	"	280.00		31.33	515.02	546.35	280.00	266.35
1959-4 (10/17 to 11/22)	Mr. George Treadwell	120.00			268.39	268.39	120.00	148.39
11/23 to 12/22 Excepted—ill								
1960-1	Day Work—various employers	160.00			579.97	579.97	160.00	419.97
1960-2	"	120.00		32.73	469.83	502.56	120.00	382.56
1960-3	"	140.00			488.56	488.56	140.00	348.56
1960-4	"	90.00						
	Roosevelt Hotel	82.50			439.80	439.80	172.50	267.30
1961-1	Day work—various employers	Est. 120.00		27.02	418.03	445.05	120.00	325.05
1961-2	" (assumed)	" 140.00		31.98	538.75	570.73	140.00	430.73

Total Net Backpay Through 2nd Quarter 1961 4593.01

Moten,
Lena Dixon
SS# 435-42-5847

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
4/26/55

Backpay Period
4/14/55 to 4/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				50.08	50.08		50.08

Total Net Backpay 50.08

Myers, Mandy (Thomas)
SS# 438-42-1173

Date of Application for Reinstatement
2/4/55

Date Reinstated or Offered Reinstatement
2/14/55

Backpay Period
2/14/55 to 4/5/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	J. H. Bonck	203.52			218.88	218.88	203.52	15.36

Total Net Backpay 15.36

Nash, Adele R. (Hall)
SS# 439-30-3186

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Ruth F. Bourds (nursing)	260.00		25.12	332.42	357.54	260.00	97.54
1955-3	"	160.00						
	Mrs. Acauza (nursing)	150.00			410.00	410.00	310.00	100.00
1955-4	"	250.00			335.05	335.05	250.00	85.05
1956-1	"	425.00		16.65	526.18	542.83	425.00	117.83
1957-3	Mrs. Sidney Prendergast (nursing)	160.00			449.21	449.21	160.00	289.21
1957-4	"	220.00			372.26	372.26	220.00	152.26
1958-1	"	280.00		11.05	436.48	447.53	280.00	167.53
1958-2	"	280.00		26.78	471.11	497.89	280.00	217.89
1958-3	"	240.00			427.68	427.68	240.00	187.68
1958-4	"	240.00			449.85	449.85	240.00	209.85
1959-1	"	320.00		14.69	575.47	590.16	320.00	270.16

Nash, Adele R.
(Hall)
Page 2

Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-2	Mrs. Sidney Prendergast (nursing)		240.00			468.25	468.25	240.00	228.25
1959-3	"		280.00		31.33	515.02	546.35	280.00	266.35
1959-4	"		325.00		19.33	383.40	402.73	325.00	77.73
1960-1	"		320.00			579.97	579.97	320.00	259.97
1960-2	"		325.00		32.73	469.83	502.56	325.00	177.56
1960-3	"		350.00			488.56	488.56	350.00	138.56
1960-4	"		300.00			439.80	439.80	300.00	139.80
1961-1	"	(Assumed)	Est. 300.00		27.02	418.03	445.05	300.00	145.05
1961-2	"	"	" 350.00		31.98	538.75	570.73	350.00	220.73

Total Net Backpay Through 2nd Quarter 1961 3549.00

Newman, Marietta
SS# 434-14-7516

Date of Application for Reinstatement: 4/5/55

Date Reinstated or Offered Reinstatement: 6/15/58

Backpay Period: 4/5/55 to 6/15/58

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Unemployed				410.00	410.00		410.00
1955-4	Mrs. L. J. Bordes—Domestic work	100.00			335.05	335.05	100.00	235.05
1956-1	"	170.00		16.65	526.18	542.83	170.00	372.83
1956-2	"	120.00			444.02	444.02	120.00	324.02
1956-3	"	140.00		28.92	428.10	457.02	140.00	317.02
1956-4	"	120.00		10.36	350.68	361.04	120.00	241.04
1957-1	"	140.00			494.81	494.81	140.00	354.81
1957-2	"	120.00		28.39	440.65	469.04	120.00	349.04
1957-3	"	30.00			449.21	449.21	30.00	419.21
1957-4	Unemployed				372.26	372.26		372.26
1958-2	Rutter-Rex (as learner)	318.84			395.45	395.45	318.84	76.61

Total Net Backpay 3829.43

Newton,
Rosie Lee
SS# 438-34-3739

Date of Application for Reinstatement
4/22/55

Date Reinstated or Offered Reinstatement
7/12/55

Backpay Period
5/3/55 to 7/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	E. H. Blum	226.88		25.12	250.60	275.72	226.88	48.84

Total Net Backpay 48.84

Nicholas, Clothilde
SS# 436-47-2552

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
8/2/55

Backpay Period
4/14/55 to 8/2/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown			25.12	332.42	357.54		357.54
1955-3	"				122.42	122.42		122.42

Total Net Backpay 479.96

Ocampo, Desrderia SS# 437-46-3058	Date of Application for Reinstatement 7/15/54	Date Reinstated or Offered Reinstatement None	Backpay Period 7/23/54 to present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1954-3	Bonnie Francis Lingerie Company 7/23 to end of quarter)	42.00			323.02	323.02	42.00	281.02
1954-4	Schram Bros.	102.64		8.95	344.76	353.71	102.64	251.07
1955-1	"	51.15						
	Jacobs Candy Corp.	129.01			486.92	486.92	180.16	306.76
1955-2	Stevens Bond Paper Co. Inc.	48.00		25.12	380.09	405.21	48.00	357.21
1955-3	"	113.81			410.00	410.00	113.81	296.19
1956-1	"	419.10		16.65	526.18	542.83	419.10	123.73
1956-3	"	289.31		28.92	428.10	457.02	289.31	167.71
1957-1	"	445.00			494.81	494.81	445.00	49.81
1960-1	"	495.09			579.97	579.97	495.09	84.88
1960-2	"	465.39		32.73	469.83	502.56	465.39	37.17
1961-2	" (Assumed Est.)	537.18		31.98	538.75	570.73	537.18	33.55
					Total Net Backpay Through 2nd Quarter 1961			1989.10

Parker, Anna
SS# 436-10-6841

Date of Application for Reinstatement 4/15/55

Date Reinstated or Offered Reinstatement Improper reinstatement 10/9/58

Backpay Period 4/25/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	288.69	313.82		313.82
(4/25 to end of quarter)								
1955-3	Housework (Carrollton Ave. & Zimple	175.00			410.00	410.00	175.00	235.00
1955-4	"	125.00			335.05	335.05	125.00	210.05
1956-1	"	200.00		16.65	526.18	542.83	200.00	342.83
1956-2	"	150.00			444.02	444.02	150.00	294.02
1956-3	"	175.00		28.92	428.10	457.02	175.00	282.02
1956-4	"	150.00		10.36	350.68	361.04	150.00	211.04
1957-1	"	175.00			494.81	494.81	175.00	319.81
1957-2	"	150.00		28.39	440.65	469.04	150.00	319.04
1957-3	"	175.00			449.21	449.21	175.00	274.21
1957-4	"	150.00			372.26	372.26	150.00	222.26
1958-1	"	175.00		11.05	436.48	447.53	175.00	272.53
1958-2	"	175.00		26.78	471.11	497.89	175.00	322.89
1958-3	"	150.00			427.68	427.68	150.00	277.68

Parker,
Anna
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-4	Housework (Carrollton Ave. & Zimple	32.50						
	Rutter Rex Mfg. Co.	231.71			449.85	449.85	264.21	185.64
1959-1	Rutter Rex Mfg. Co.	46.27		14.69	575.47	590.16	46.27	543.89
1959-2	Unemployed				468.25	468.25		468.25
1959-3	"			31.33	515.02	546.35		546.35
1959-4	"			19.33	383.40	402.73		402.73
1960-1	Housework (Mrs. Kihneman)	175.00			579.97	579.97	175.00	404.97
1960-2	"	175.00		32.73	469.83	502.56	175.00	327.56
1960-3	"	175.00			488.56	488.56	175.00	313.56
1960-4	"	175.00			439.80	439.80	175.00	264.80
1961-1	" (assumed continued) Est.	175.00		27.02	418.03	445.05	175.00	270.05
1961-2	" " "	175.00		31.98	538.75	570.73	175.00	395.73

Total Net Backpay Through 2nd Quarter 1961 8020.73

Parker, Shirley SS# 438-20-9795	Date of Application for Reinstatement 5/13/55	Date Reinstated or Offered Reinstatement 7/14/55	Backpay Period 5/24/55 to 7/14/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown			25.12	157.52	182.64		182.64
1955-3	"				77.77	77.77		77.77

Total Net Backpay 260.41

Parnell, Yvonne
SS# 436-22-2356

Date of Application for Reinstatement
6/15/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
6/23/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (6/23 to end of quarter)			25.12	13.20	38.32		38.32
1956-1	W. C. Morrell (housework)	54.00		16.65	526.18	542.83	54.00	488.83
1956-2	"	234.00			444.02	444.02	234.00	210.02
1956-3	"	234.00		28.92	428.10	457.02	234.00	223.02
1956-4	"	234.00		10.36	350.68	361.04	234.00	127.04
1957-1	"	156.00			494.81	494.81	156.00	338.81
1957-2	"	156.00		28.39	440.65	469.04	156.00	313.04
1957-3	"	156.00			449.21	449.21	156.00	293.21
1957-4	"	156.00			372.26	372.26	156.00	216.26
1958-1	"	156.00		11.05	436.48	447.53	156.00	291.53
1958-2	" (beginning of quarter to 5/9)	72.00			215.55	215.55	72.00	143.55
	5/9 to end of quarter Excepted—pregnancy							
1958-3	L. A. Gravios (housework) (7/12 to end of quarter)	200.00			363.66	363.66	200.00	163.66

Parnell,
Yvonne
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
Beginning of quarter to 7/12 Excepted—pregnancy								
1958-4	L. A. Gravios (housework)	240.00			449.85	449.85	240.00	209.85
1959-1	"	320.00		14.69	575.47	590.16	320.00	270.16
1959-2	"	240.00			468.25	468.25	240.00	228.25
1959-3	"	280.00		31.33	515.02	546.35	280.00	266.35
1959-4	"	200.00		19.33	383.40	402.73	200.00	202.73
1960-1	"	320.00			579.97	579.97	320.00	259.97
1960-2	"	240.00		32.73	469.83	502.56	240.00	262.56
1960-3	"	280.00			488.56	488.56	280.00	206.56
1960-4	"	240.00			439.80	439.80	240.00	199.80
1961-1	"	240.00		27.02	418.03	445.05	240.00	205.05
1961-2	" (assumed)	Est. 280.00		31.98	538.75	570.73	280.00	290.73

Total Net Backpay Through 2nd Quarter 1961 5449.30

Patterson, Elnora SS# 437-38-3775		Date of Application for Reinstatement 4/5/55		Date Reinstated or Offered Reinstatement 6/15/55				Backpay Period 4/14/55 to 6/15/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown				319.21	319.21		319.21
					Total Net Backpay			319.21

Penn,
Gloria Mae
SS# 437-38-6374

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
5/2/55

Backpay Period
4/14/55 to 5/2/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/14 to 5/2)	Sam Rosen	65.00			75.51	75.51	65.00	10.51

Total Net Backpay 10.51

Phillips, Louise
SS# 428-30-7790

Date of Application for Reinstatement 4/5/55

Offered Reinstatement 7/26/55

Backpay Period 4/14/55 to 7/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/14 to end of quarter)			25.12	332.42	357.54		357.54
1955-3	Unemployed (Beginning of quarter to 7/26)				103.55	103.55		103.55

Total Net Backpay 461.09

Powell, Melvina
SS# 438-34-8015

Date of Application for Reinstatement 6/6/55

Date Reinstated or Offered Reinstatement 7/25/55

Backpay Period 6/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (6/14 to end of quarter)	Southern Manhattan Infantswear Co.	11.81		25.12	59.46	84.58	11.81	72.77
1955-3 (Beginning of quarter to 7/25)	"	69.19			97.27	97.27	69.19	28.08

Total Net Backpay 100.85

Proctor, Mildred SS# 435-14-3615	Date of Application for Reinstatement 4/15/55	Date Reinstated or Offered Reinstatement 4/3/56	Backpay Period 4/25/55 to 4/3/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/25 to end of quarter)			25.12	288.69	313.81		313.81
1955-3	Foster Co., Inc.	290.29			410.00	410.00	290.29	119.71
1955-4	"	101.91			335.05	335.05	101.91	233.14
1956-1	Chase Bag Co.	262.95		16.65	526.18	542.83	262.95	279.88
1956-2	Unemployed (Beginning of quarter to 4/3)				7.26	7.26		7.26

Total Net Backpay 953.80

Randall, Edna SS# 433-42-3384	Date of Application for Reinstatement 3/18/55	Date Reinstated or Offered Reinstatement 5/26/55	Backpay Period 3/28/55 to 5/26/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Bonnie Francis Lingerie Co.	9.94			31.45	31.45	9.94	21.51
1955-2	Unemployed				234.62	234.62		234.62

Total Net Backpay 256.13

Rapp, Gloria (Bearett) SS# 435-38-7275		Date of Application for Reinstatement 4/8/55		Date Reinstated or Offered Reinstatement 4/28/55				Backpay Period 4/19/55 to 4/28/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				44.52	44.52		44.52

Total Net Backpay 44.52

Ray,
Wilhelmina
SS# 433-42-1128

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	A & L. Cleaners	162.00						
	Doctors Harris & Friedricks	198.00			410.00	410.00	360.00	50.00
1956-1	"	390.00		16.65	526.18	542.83	390.00	152.83
1956-2	"	390.00			444.02	444.02	390.00	54.02
1956-3	"	390.00		28.92	428.10	457.02	390.00	67.02
1957-1	"	416.00			494.81	494.81	416.00	78.81
1957-2	"	416.00		28.39	440.65	469.04	416.00	53.04
1957-3	"	416.00			449.21	449.21	416.00	33.21
1958-1	"	416.00		11.05	436.48	447.53	416.00	31.53
1958-2	"	416.00		26.78	471.11	497.89	416.00	81.89
1958-3	"	416.00			427.68	427.68	416.00	11.68

Ray,
Wilhelmina
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Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-4	Doctors Harris & Friedricks	416.00			449.85	449.85	416.00	33.85
1959-1	"	416.00		14.69	575.47	590.16	416.00	174.16
1959-2	"	401.00			468.25	468.25	401.00	67.25
1959-3	"	96.00						
	Haspel Bros.	71.50		31.33	515.02	546.35	167.50	378.85
1960-1	"	66.75			579.97	579.97	66.75	513.22
1960-2	Fundamental Life Insurance Co.	100.00		32.73	469.83	502.56	100.00	402.56
1960-3	"	25.00			488.56	488.56	25.00	463.56
1960-4	Unemployed				439.80	439.80		439.80
1961-1	"			27.02	418.03	445.05		445.05
1961-2	"			31.98	538.75	570.73		570.73

Total Net Backpay Through 2nd Quarter 1961 4460.60

Recasner, Isabelle (Jenkins)
SS# 435-16-9021

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				410.00	410.00		410.00
1956-1	B. F. Davis Garment Co. Inc.	400.12		16.65	526.18	542.83	400.12	142.71
1956-3	"	363.58		28.92	428.10	457.02	363.58	93.44
1957-1	"	459.09			494.81	494.81	459.09	35.72
1958-2	"	310.74		26.78	471.11	497.89	310.74	187.15
1958-3	"	410.99			427.68	427.68	410.99	16.69
1958-4	"	372.77			449.85	449.85	372.77	77.08
1959-1	"	385.50		14.69	575.47	590.16	385.50	204.66
1959-2	"	466.52			468.25	468.25	466.52	1.73
1959-3	"	479.63		31.33	515.02	546.35	479.63	66.72
1960-1	"	444.68			579.97	579.97	444.68	135.29
1960-3	" (Assumed)	Est. 470.13			488.56	488.56	470.13	18.43
1961-2	" "	" 470.13		31.98	538.75	570.73	470.13	100.60

Total Net Backpay Through 2nd Quarter 1961 1847.76

Reed, Dorothy Kearney SS# 435-42-8264		Date of Application for Reinstatement 5/13/55		Date Reinstated or Offered Reinstatement None			Backpay Period 5/23/55 to Present	
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Housework	50.00		25.12	163.64	188.76	50.00	138.76
1955-3	"	130.00			410.00	410.00	130.00	280.00
1955-4	"	130.00			335.05	335.05	130.00	205.05
(12/18/55 to 5/26/56) Excepted period—Pregnant								
1956-2	Denham Meat Co.	99.00			151.06	151.06	99.00	52.06
1956-3	"	343.27		28.92	428.10	457.02	343.27	113.75
1956-4	"	282.21		10.36	286.83	296.83	282.21	14.62
(12/8/56 to 12/23) Excepted period—Pregnant								
1957-1	Unemployed				147.63	147.63		147.63
(12/23/56 to 3/2/57) Excepted period—pregnant								
1957-2	Denham Meat Co.	6.00						
	Housework	195.00		28.39	440.65	469.04	201.00	268.04
1957-3	"	195.00			449.21	449.21	195.00	254.21
1957-4	"	195.00			372.26	372.26	195.00	277.26
1958-1	"	195.00		11.05	436.53	457.53	195.00	262.53

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-2	Housework	60.00		26.78	192.31	219.09	60.00	159.09
(5/4/58 to 7/13/58) Excepted period—Pregnant								
1958-3	"	165.00			363.66	363.66	165.00	198.66
1958-4	"	195.00			372.26	372.26	195.00	177.26
1959-1	"	195.00		14.69	575.47	590.16	195.00	395.16
1959-2	"	195.00			468.25	468.25	195.00	273.21
1959-3	"	30.00		31.33	77.14	108.47	30.00	78.47
(6/28/59 to 9/13/59) Excepted period—Pregnant								
1959-4	Housework	195.00		19.33	383.40	402.73	195.00	207.73
1960-1	"	130.00			579.97	579.97	130.00	449.97
1960-2	"	130.00		32.73	469.83	502.56	130.00	372.56
1960-3	"	130.00			488.56	488.56	130.00	358.56
1960-4	"	130.00			439.80	439.80	130.00	309.80
1961-1	"	130.00		27.02	418.03	445.05	130.00	315.05
1961-2	"	130.00		31.98	538.75	570.73	130.00	440.73

Total Net Backpay Through 2nd Quarter 1961 5750.16

Reeves, Nerlie SS# 439-30-9450		Date of Application for Reinstatement 4/8/55		Date Reinstated or Offered Reinstatement 6/15/55			Backpay Period 4/19/55 to 6/15/55		
Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed				261.28	261.28		261.28
					Total Net Backpay			261.28

Richard, Pearl (Deceased) SS# 439-20-7446	Date of Application for Reinstatement 4/15/55	Date Reinstated or Offered Reinstatement 6/6/55	Backpay Period 4/25/55 to 6/6/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/25 to 6/6)	Unemployed				188.93	188.93		188.93

Total Net Backpay 188.93

Richardson, Rose H. SS# 439-03-9264	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 7/12/55	Backpay Period 4/5/55 to 7/12/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Unemployed				45.26	45.26		45.26
					Notal Net Backpay			402.80

Robertson,
Adele Lewis
SS# 439-20-9201

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 9/29/56

Backpay Period 4/14/55 to 9/29/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1956-3	Denville Hotel	47.00		28.92	428.10	457.02	47.00	410.02

Total Net Backpay 767.56

Rollins, Geraldine SS# 436-36-2439	Date of Application for Reinstatement 4/11/55	Date Reinstated or Offered Reinstatement 8/3/55	Backpay Period 4/19/55 to 8/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Marguerite Leekopp	150.00		25.12	314.44	339.56	150.00	189.56
1955-3	"	109.00			141.29	141.29	109.00	32.29

Total Net Backpay 221.85

Rubit,
Dorothy B.
SS# 438-34-4449

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement Improper reinstatement

Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/14 to end of quarter)			25.12	332.42	357.54		357.54
1956-3	Rutter Rex Mfg. Co., Improper Reinstatement (8/27 to 9/27) 9/27 to end of quarter Excepted—pregnancy	26.56			128.93	128.93	26.56	102.37
1956-4	Mrs. Keen & other housework (11/25 to end of quarter) (beginning of quarter to 11/25) Excepted—pregnancy	64.00		10.36	124.19	134.55	64.00	70.55
1957-1	Mrs. Keen & other housework	126.00			312.50	312.50	126.00	186.50
1957-2	"	168.00		28.39	440.65	469.04	168.00	301.04
1957-3	"	168.00			449.21	449.21	168.00	281.21
1958-1	Seg-mar, Inc.	312.25		11.05	436.48	447.53	312.25	135.28
1958-2	"			26.78	471.11	497.89		497.89
1958-3	"	128.50			427.68	427.68	128.50	299.18
1958-4	"	8.00			449.85	449.85	8.00	441.85
1959-1	Unemployed			14.69	575.47	590.16		590.16
1959-2	"				468.25	468.25		468.25
1959-3	Schram Bros.	466.20		31.33	515.02	546.35	466.20	80.15
1961-2	Charity Hospital (assumed) Est.	555.00		31.98	538.75	570.73	555.00	15.73

Total Net Backpay Through 2nd Quarter 1961 3827.70

Rubit,
Dorothy P.
SS# 433-40-1021

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
7/13/55

Backpay Period
4/14/55 to 7/13/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unknown			25.12	332.42	357.54		357.54
1955-3	"				84.26	84.26		84.26

Total Net Backpay 441.80

Sanders,
Ada (Newsom)
SS# 490-306-483

Date of Application for Reinstatement
4/14/55

Date Reinstated or Offered Reinstatement
10/3/55

Backpay Period
4/22/55 to 10/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	St. Bernard Parish Court House	179.40		25.12	295.06	320.18	179.40	140.78
1955-3	St. Bernard Parish Court House	234.00			410.00	410.00	234.00	176.00

Total Net Backpay 316.78

Sawyer, Ellen SS# 439-24-9942	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement 5/11/55	Backpay Period 4/19/55 to 5/11/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/19 to 5/11)	Unemployed				95.19	95.19		95.19

Total Net Backpay 95.19

Scott,
Dolores W.
SS# 437-07-6713

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
4/28/55

Backpay Period
4/14/55 to 4/28/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/14 to 4/25)	Unemployed				62.79	62.79		62.79

Total Net Backpay 62.79

Seaton,
Rebecca
SS# 427-34-4534

Date of Application for Reinstatement
4/22/55

Date Reinstated or Offered Reinstatement
5/16/55

Backpay Period
4/27/55 to 5/16/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/27 to 5/16)	Unemployed				82.34	82.34		82.34

Total Net Backpay 82.34

Shelton,
Clara Mae
SS# 435-40-0510

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
7/25/55

Backpay Period
4/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/14 to end of quarter)	Unemployed			25.12	332.40	357.52		357.52
1955-3 (Beginning of quarter to 7/25)	Southern Manhattan Infantswear Co., Fred Jellen-Hugo & Hy Oppenheim	77.07			97.27	97.27	77.07	20.20

Total Net Backpay 377.72

Simpson, Lillie Mae SS# 436-34-7657	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement 8/1/55	Backpay Period 4/19/55 to 8/1/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/19 to end of quarter)			25.12	314.13	339.25		339.25
1955-3	Unemployed (Beginning of quarter to 8/1)				128.67	128.67		128.67

Total Net Backpay 467.92

Smith, Leonardine
SS# 437-32-8330

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement None

Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	A. Solomon Co. (4/14 to end of quarter)	88.50		25.12	332.42	357.54	88.50	269.04
1955-3	"	127.32			410.00	410.00	127.32	282.68
1955-4	"	185.25			335.05	335.05	185.25	149.80
1956-1	"	245.38		16.65	526.18	542.83	245.38	297.45
1956-2	"	346.00			444.02	444.02	346.00	98.02
1956-3	"	244.00		28.92	428.10	457.02	244.00	213.02
1956-4	"	171.00		10.36	350.68	361.04	171.00	190.04
1957-1	"	431.00			494.81	494.81	431.00	63.81
1957-2	"	412.25		28.39	440.65	469.04	412.25	56.79
1957-3	"	208.00			449.21	449.21	208.00	241.21
1957-4	"	10.25			372.26	372.26	10.25	362.01
1958-1	"	171.25		11.05	436.48	447.53	171.25	276.28

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-2	A. Solomon Co.	333.00		26.78	471.11	497.89	333.00	164.89
1958-3	"	66.75			427.68	427.68	66.75	360.93
1958-4	"	28.00			449.85	449.85	28.00	421.85
1959-1	"	204.00		14.69	575.47	590.16	204.00	386.16
1959-2	"	427.75			468.25	468.25	427.75	40.50
1959-3	"	58.50		31.33	515.02	546.35	58.50	487.85
1959-4	"	326.50		19.33	383.40	402.73	326.50	76.23
1960-1	"	274.00			579.97	579.97	274.00	305.97
1960-2	"	237.50		32.73	469.83	502.56	237.50	265.06

Total Net Backpay Through 2nd Quarter 1961 5009.59

Smith, Octavia
SS# 435-38-0017

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement None

Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	"				410.00	410.00		410.00
1955-4	"				335.05	335.05		335.05
1956-1	"			16.65	526.18	542.83		542.83
1956-2	"				444.02	444.02		444.02
1956-3	E. H. Blum	230.85		28.92	428.10	457.02	230.85	226.17
1956-4	"	121.90						
	St. Aloysius College	20.00		10.36	350.68	361.04	141.90	219.14
1957-1	Unemployed				494.81	494.81		494.81
1957-2	"			28.39	440.65	469.04		469.04
1957-3	"				449.21	449.21		449.21
1957-4	"				372.26	372.26		372.26
1958-1	"			11.05	436.48	447.53		447.53

Smith,
Octavia
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-2	Unemployed			26.78	471.11	497.89		497.89
1958-3	"				427.68	427.68		427.68
1958-4	"				449.85	449.85		449.85
1959-1	"			14.69	575.47	590.16		590.16
1959-2	B. F. Davis Garment Co. Inc.	130.44			468.25	468.25	130.44	337.81
1959-3	"	467.83		31.33	515.02	546.35	467.83	78.52
1960-1	"	404.62			579.97	579.97	404.62	175.35
1960-2	"	487.43		32.73	469.83	502.56	487.43	15.13
1960-4	"	422.39			439.80	439.80	422.39	17.41
1961-1	"	330.58		27.02	418.03	445.05	330.58	114.47
1961-2	"	Est. 350.00		31.98	538.75	570.73	350.00	220.73
					Total Net Backpay Through 2nd Quarter 1961			7692.60

Sonia, Rosemary
SS# 435-38-6398

Date of Application for Reinstatement
6/6/55

Date Reinstated or Offered Reinstatement
7/29/55

Backpay Period
6/14/55 to 7/29/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (6/14 to end of quarter)			25.12	59.46	84.58		84.58
1955-3	Unemployed (Beginning of quarter to 7/29)				116.12	116.12		116.12

Total Net Backpay 200.70

Stewart, Millie Lee SS# 438-34-9812	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 7/25/55	Backpay Period 4/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/14 to end of quarter)			25.12	332.42	357.54		357.54
1955-3	Unemployed (Beginning of quarter to 7/25)				97.27	97.27		97.27

Total Net Backpay 454.81

Taplin, Dorothy Mae (Duncan)
SS# 438-40-8432

Date of Application for Reinstatement
4/22/55

Date Reinstated or Offered Reinstatement
5/3/55

Backpay Period
4/26/55 to 5/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Como (Housework)	4.14						
(2/26 to 5/3)	Mrs. Lewies (Housework)	4.14						
	Mrs. Windham (Housework)	4.14			31.76	31.76	12.42	19.34

Total Net Backpay 19.34

Taylor,
Mary Lee
438-28-2352

Date of Application for Reinstatement
7/7/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
7/15/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Benson & Buckman (7/15 to end of quarter)	108.00			351.73	351.73	108.00	243.73
1955-4	Sidney a Mayeur, Fluff Dry Laundeteria	104.00			335.05	335.05	104.00	231.05
1956-1	"	300.00		16.65	526.18	542.83	300.00	242.83
1956-2	Unemployed				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	Mrs. Pat O'Neil (housework)	144.00		10.36	350.68	361.04	144.00	217.04
1957-1	"	168.00			494.81	494.81	168.00	326.81
1957-2	"	144.00		28.39	440.65	469.04	144.00	325.04
1957-3	"	168.00			449.21	449.21	168.00	281.21
1957-4	Unemployed				372.26	372.26		372.26
1958-1	Dr. McDonald (housework)	112.00		11.05	436.48	447.53	112.00	335.53
1958-2	"	32.00						
	Mrs. Hardy (housework)	225.00		26.78	471.11	497.89	257.00	240.89

Taylor,
Mary Lee
Page 2

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-3	Mrs. Hardy (housework)	270.00			427.68	427.68	270.00	157.68
1958-4	"	270.00			449.85	449.85	270.00	179.85
1959-1	"	360.00		14.69	575.47	590.16	360.00	230.16
1959-2	Mitchel P. Samuelson, owner, National Tailoring Co.	29.50			468.25	468.25	29.50	438.75
1959-3	The Claire Co. Inc.	171.00		31.33	515.02	546.35	171.00	375.35
1959-4	"	315.00		19.33	383.40	402.73	315.00	87.73
1960-1	"	292.50			579.97	579.97	292.50	287.47
1960-2	"	292.50		32.73	469.83	502.56	292.50	210.06
1960-3	" (assume employment continues)	Est. 292.50			488.56	488.56	292.50	196.06
1960-4	" "	" 292.50			439.80	439.80	292.50	148.30
1961-1	" "	" 292.50		27.02	418.03	445.05	292.50	152.55
1961-2	" "	" 292.50		31.98	538.75	570.73	292.50	278.23

Total Net Backpay Through 2nd Quarter 1961 6459.62

J. H. RUTTER-REX MANUFACTURING COMPANY, INC.

Cases Nos. 15-CA-721, 15-CA-723

File in Formal File B

VOLUME V, Pages 401 - 428

Thomas, Luvenia
SS# 439-22-5582

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 7/13/55

Backpay Period 4/14/55 to 7/13/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Backpay
1955-2	San Antonio Regional Office, Army and Air Force (Exchanges) [Camp LeRoy Johnson] (4/14 to end of quarter)	16.71		25.12	332.42	357.54	16.71	340.83
1955-3	San Antonio Regional Office, Army and Air Force (Exchanges) [Camp LeRoy Johnson] (Beginning of quarter to 7/13)	14.25			45.26	45.26	14.25	31.01

Total Net Backpay 371.84

Thomas,
Mary
SS# 433-40-6360

Date of
Application for Reinstatement
4/5/55

Date Reinstated or
Offered Reinstatement
6/13/55

Backpay Period
4/14/55 to 6/13/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/14 to 6/13)	Unemployed				279.55	279.55		279.55

Total Net Backpay 279.55

Thomas, Mignonette SS# 435-40-0337	Date of Application for Reinstatement 4/7/55	Date Reinstated or Offered Reinstatement 6/15/57	Backpay Period 4/15/55 to 6/15/57

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/15 to end of quarter)			25.12	326.47	351.59		351.59
1955-3	Unemployed				410.00	410.00		410.00
1955-4	"				335.05	335.05		335.05
1956-2	" (5/1 to 6/1)				168.69	168.69		168.69
Beginning of quarter to 6/1 excepted—ill								
6/1 to end of quarter—excepted—pregnancy								
1957-1	Unemployed (3/1 to end of quarter)				154.86	154.86		154.86
Beginning of quarter to 3/1—excepted—pregnancy								
1957-2	Unemployed (Beginning of quarter to 6/15)				410.00	410.00		410.00
						Total Net Backpay		1830.19

Thornton, Jesenu A. SS# 434-36-1105	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 8/15/55	Backpay Period 4/14/55 to 8/15/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/14 to end of quarter)			25.12	332.42	357.54		357.54
1955-3	Unemployed (Beginning of quarter to 8/15)				191.90	191.90		191.90
					Total Net Backpay			549.44

Thornton, Rosalie
SS# 435-34-2272

Date of Application for Reinstatement
4/15/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/25/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-3	Murphy Wholesale Tailors	189.77			410.00	410.00	189.77	220.23
1956-1	"	360.27		16.65	526.18	542.83	360.27	182.56
1956-2	"	327.13			444.02	444.02	327.13	116.89
1956-3	"	217.50		28.92	428.10	457.02	217.50	239.52
1957-1	"	305.50			494.81	494.81	305.50	189.31
1957-2	"	420.76		28.39	440.65	469.04	420.76	48.28
1957-3	"	157.50			449.21	449.21	157.50	291.71
1958-1	"	206.50		11.05	436.48	447.53	206.50	241.03
1958-2	"	88.00		26.78	324.41	351.19	88.00	263.19
(6/2/58 to 12/3/58) Excepted period—pregnancy								
1959-1	Murphy Wholesale Tailors	16.75						
	M & A Pants	49.00		14.69	575.47	590.16	65.75	524.41
1959-2	"	164.25			468.25	468.25	164.25	304.00
1959-3	"	177.25		31.33	512.02	546.35	177.25	369.10

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1960-1	M & A Pants	225.37			579.97	579.97	225.37	354.60
1960-2	"	359.74		32.73	469.83	502.56	359.74	142.83
1960-3	"	118.25			127.14	127.14	118.25	8.89
(8/8/60 to 12/10/60) Excepted period—pregnancy								
1960-4	M & A Pants	64.00			72.51	72.51	64.00	8.51
(8/8/60 to 12/10/60) Excepted period—pregnancy								
1961-1	M & A Pants	174.62		27.02	418.03	445.05	174.62	270.43
1961-2	"	239.50		31.98	538.75	570.73	239.50	331.23

Total Net Backpay Through 2nd Quarter 1961 4106.71

Valentine, Hilda
SS# 439-26-5319

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
7/13/55

Backpay Period
4/14/55 to 7/13/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (2/14 to end of quarter)			25.12	332.42	357.54		357.54
1955-3	Unemployed (Beginning of quarter to 7/13)				45.26	45.26		45.26

Total Net Backpay 402.80

Walker, Hattie SS# 435-40-7249	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement None	Backpay Period 4/19/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Haspel Bros. Inc.	221.92		25.12	314.13	339.25	221.92	117.33
1955-3	"	321.56			410.00	410.00	321.56	88.44
1956-1	"	435.16		16.65	526.18	542.83	435.16	107.67
1958-1	Kolbs Restaurant	109.91		11.05	436.48	447.53	109.91	337.62
1958-2	Unemployed			26.78	471.11	497.89		497.89
1958-3	La. Garment Mfg. Co. Inc.	45.50			427.68	427.68	45.50	382.18
1958-4	"	285.70			449.85	449.85	285.70	164.15
1959-1	"	375.85		14.69	575.47	590.16	375.85	214.31
1959-2	"	419.99			468.25	468.25	419.99	48.26
1959-4	Domestic work—Mrs. Robert Drake	100.00		19.33	383.40	402.73	100.00	302.73
1960-1	Orleans Parish School Board	106.12			579.97	579.97	106.12	473.85
1960-2	"	297.00		32.73	469.83	502.56	297.00	205.56
1960-3	"	130.00			488.56	488.56	130.00	358.56
1960-4	Unknown				439.80	439.80		439.80
1961-1	Unemployed			27.02	418.03	445.05		445.05
1961-2	Domestic work, Mrs. Lavis Landry, Jr.	347.75		31.98	460.47	492.45	347.75	144.70

Total Net Backpay Through 2nd Quarter 1961 4328.10

Walker, Marjorie
SS# 438-40-6288

Date of Application for Reinstatement 3/22/55

Date Reinstated or Offered Reinstatement None

Backpay Period 3/30/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1 (3/30-4/2)	Unemployed				18.84	18.84		18.84
1955-2	"			25.12	380.09	405.21		405.21
1955-3	Louisiana Garment Mfg. Co. Inc.	76.58			410.00	410.00	76.58	333.42
1956-1	"	275.73		16.65	526.18	542.83	275.73	267.10
1956-2	"	267.86			444.02	444.02	267.86	176.16
1956-4	"	348.50		10.36	350.68	361.04	348.50	12.54
1957-1	"	309.50			494.81	494.81	309.50	185.31
1957-2	"	326.05		28.39	440.65	469.04	326.05	142.99
1958-1	"	294.85		10.05	436.48	447.53	294.85	152.68
1958-2	"	9.20		26.78	471.11	497.89	9.20	488.69
1958-3	"	422.20			427.68	427.68	422.20	5.48
1958-4	"	337.40			449.85	449.85	337.40	112.45

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-1	Louisiana Garment Mfg. Co. Inc.	521.74		14.69	575.47	590.16	521.74	68.42
1959-3	"	533.50		31.33	515.02	546.35	533.50	12.85
1960-2	"	342.44		32.73	469.83	502.56	342.44	160.12
1960-3	"	459.35			488.56	488.56	459.35	29.21
1961-2	"	Est. 464.25		31.98	538.75	570.73	464.25	106.48

Total Net Backpay Through 2nd Quarter 1961 2,677.95

Wallace, Alma
SS# 435-16-0684

Date of Application for Reinstatement
11/28/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
12/6/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-4 (12/6-end of quarter)	Mercy Hospital, Roman Catholic Sisters of Mercy	18.72			28.60	28.60	18.72	9.88
1956-1	"	317.50		16.65	526.18	542.83	317.50	225.33
1956-2	"	261.59			444.02	444.02	261.59	182.43
1956-3	Unemployed			28.92	428.10	457.02		457.02
1956-4	Leon Godchaux Clothing Co. Ltd.	73.32		10.36	350.68	361.04	73.32	287.72
1957-1	"	236.65						
	Seg Mar, Inc.	44.50			494.81	494.81	281.15	213.66
1957-2	Leon Godchaux Clothing Co. Ltd.	259.98		28.39	440.65	469.04	259.98	209.06
1957-3	"	261.65			449.21	449.21	261.65	187.56
1957-4	"	180.00						
	Ervin J. Gaust, owner Godchaux's Snack Bar	123.48			372.26	372.26	303.48	68.78
1959-1	Pelican Tomato Co. Inc.	199.51		14.69	575.47	590.16	199.51	390.65

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1959-2	Pelican Tomato Co. Inc.	3.16						
	Seg Mar, Inc.	273.00			468.25	468.25	276.16	192.09
1959-3	"	449.50		31.33	515.02	546.35	449.50	96.85
1959-4	"	286.50		19.33	383.40	402.73	286.50	116.23
1960-1	"	509.38			579.97	579.97	509.38	70.59
1960-2	"	452.12		32.73	469.83	502.56	452.12	50.44
1960-3	"	Est. 343.16			488.56	488.56	343.16	145.40
1960-4	"	Est. 343.16			439.80	439.80	343.16	96.64
1961-1	"	Est. 343.16		27.02	418.03	445.05	343.16	101.89
1961-2	" (Assumed)	Est. 343.16		31.98	538.75	570.73	343.16	227.57

Total Net Backpay Through 2nd Quarter 1961 3,329.79

Washington, Beatrice SS# 433-10-1421	Date of Application for Reinstatement 4/8/55	Date Reinstated or Offered Reinstatement 8/3/55	Backpay Period 4/19/55 to 8/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/19 to end of quarter)	Haspel Bros. Inc.	292.87		25.12	314.13	339.25	292.87	46.38
1955-3 (to 8/3)	Haspel Bros. Inc.	71.81			141.23	141.23	71.81	69.42

Total Net Backpay 115.80

Washington, Dorothy
SS# 437-38-9518

Date of Application for Reinstatement
2/16/55

Date Reinstated or Offered Reinstatement
Improper reinstatement

Backpay Period
2/24/55 to 6/3/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-1	Unemployed (2/24 to end of quarter)				173.48	173.48		173.48
1955-2	Rutter Rex (Begin quarter to 6/3)	237.40			273.57	273.57	237.40	36.17

Total Net Backpay 209.65

Washington, Lula Mae
SS# 438-36-4137

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement None

Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed			25.12	332.42	357.54		357.54
1955-3	Travelers	90.00						
	Uniform		7.00		410.00	410.00	83.00	327.00
1955-4	Travelers Inn	90.00						
	Uniform		7.24					
	Felix Benura Co.	109.50			335.05	335.05	192.26	142.79
1956-1	"	279.00		16.65	526.18	542.83	279.00	263.83
1956-2	"	409.00			444.02	444.02	409.00	35.02
1957-1	"	490.48			494.81	494.81	490.48	4.33
1957-2	"	345.72		28.39	440.65	469.04	345.72	123.32
1957-3	Allis Auto Associates	42.00			449.21	449.21	42.00	407.21
1957-4	Unemployed				372.26	372.26		372.26
1958-1	Jung Hotel	168.80		11.05	436.48	447.53	168.80	278.73
1958-2	"	287.38		26.78	471.11	497.89	287.38	210.51

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1958-3	Jung Hotel	184.92			427.68	427.68	184.92	242.76
1958-4	"	313.96			449.85	449.85	313.96	135.89
1959-1	"	269.56		14.69	575.47	590.16	269.56	320.60
1959-2	"	308.42			468.25	468.25	308.42	159.83
1959-3	"	174.51		31.33	515.02	546.25	174.51	371.74
1959-4	"	318.27		19.33	383.40	402.73	318.27	84.46
1960-1		300.74			579.97	579.97	300.74	279.23
1960-2	"	283.55		32.73	469.83	502.56	283.55	219.01
1960-3	"	176.70			488.56	488.56	176.70	311.86
1960-4	"	185.57			439.80	439.80	185.57	254.23
1961-1	"	305.41		27.02	418.03	445.05	305.41	139.64
1961-2	"	Est. 300.00		31.98	538.75	570.73	300.00	270.73

Total Net Backpay Through 2nd Quarter 1961 5305.52

Watford, Fannie M.
SS# 428-38-3375

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
None

Backpay Period
4/14/55 to 2/25/57

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Mrs. Canellia (housework)	91.30		25.12	332.42	357.54	91.30	266.24
1955-3	"	107.90			410.00	410.00	107.90	302.10
1956-1	Unemployed (1/1/56 to 2/4/56) Excepted period—illness			16.65	277.99	294.64		294.64
1956-2	Unemployed				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1957-1	Imperial Dye House (2/25 to 3/30/57) Excepted period—pregnancy	225.00			311.03	311.03	225.00	86.03

Total Net Backpay 1850.05

Watson,
Mabel
SS# 438-42-4734

Date of Application for Reinstatement
4/27/55

Date Reinstated or Offered Reinstatement
7/25/55

Backpay Period
5/5/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (5/5 to end of quarter)			25.12	237.87	262.99		262.99
1955-3	Unemployed (Begin of quarter to 7/25)				97.27	97.27		97.27

Total Net Backpay 360.26

Weathersby, Dorothy
SS# 438-40-9669

Date of Application for Reinstatement
4/15/55

Date Reinstated or Offered Reinstatement
No

Backpay Period
7/28/56 to 10/4/59

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1956-3	Joe and Jean's Hot Spot	292.50		28.92	271.34	300.26	292.50	7.76
1956-4	Joe and Jean's Hot Spot	96.50						
	House of Joy	96.50		10.36	201.49	211.85	193.00	18.85
1957-1	Pentagon Restaurant	434.50			494.81	494.81	434.50	60.31
1957-2	"	434.50		28.39	440.65	469.04	434.50	34.54
1958-3	Unemployed				427.68	427.68		427.68
1959-3	Davis Bar	434.50		31.33	515.02	546.35	434.50	111.85

Total Net Backpay 660.99

White, Beatrice
SS# 439-44-3776

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement None

Backpay Period 4/14/55 to Present

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Louisiana Ind. Ins. Co. (4/11 to end of quarter)	23.82		25.12	350.30	375.42	23.82	351.60
1956-1	"			16.65	526.18	542.83		542.83
1956-2	"	61.83			444.02	444.02	61.83	382.19
1956-3	Steins Stores of New Orleans Inc. (beginning to 7/18)	74.50		28.92	100.79	129.71	74.50	55.21
	7/19 to end of quarter excepted—pregnancy							
1956-4	Haspel Bros. Inc.	15.09						
	(10/19 to end of quarter) F. W. Woolworth Co. (Begin quarter to 10/19) Excepted—pregnancy	81.46		10.36	245.62	255.98	96.55	159.43
1957-1	Unemployed (did some home work)	15.00			494.81	494.81	15.00	479.81
1957-2	"	15.00		28.93	440.65	469.04	15.00	454.04
1957-3	"	15.00			449.21	449.21	15.00	434.21

White,
Beatrice
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Year & Quarter	Remarks		Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1957-4	Unemployed (did some house work)		15.00			372.26	372.26	15.00	357.26
1958-1	"		15.00		11.05	436.48	447.53	15.00	432.53
1958-2	"		15.00		26.78	471.11	497.89	15.00	482.89
1958-3	"		15.00			427.68	427.68	15.00	412.68
1958-4	"		15.00			449.85	449.85	15.00	434.85
1961-1	Assume homework continued	Est.	15.00		27.02	418.03	445.05	15.00	430.05
1961-2	"	Est.	15.00		31.98	538.75	570.73	15.00	555.73

Total Net Backpay Through 2nd Quarter 1961 5963.31

Williams, Alice SS# 439-24-9377	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 5/30/55	Backpay Period 4/14/55 to 5/30/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed 4/14 to 5/30)				198.96	198.96		198.96

Total Net Backpay 198.96

Williams, Helen
SS# 438-07-6777

Date of Application for Reinstatement 4/8/55

Date Reinstated or Offered Reinstatement Improper reinstatement 2/22/56

Backpay Period 4/19/55 to 7/16/56

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/19 to end of quarter)	Unemployed			25.12	314.13	339.25		339.25
1955-3	Unemployed				410.00	410.00		410.00
1955-4	"				335.05	335.05		335.05
1956-1	Rutter Rex Mfg. Co.	153.34		16.65	526.18	542.83	153.34	389.49
1956-2	"	163.74			444.02	444.02	163.74	280.28
1956-3 (begin to 7/16)	"	54.30		28.92	77.96	106.88	54.30	52.58

Total Net Backpay 1806.65

Williams, Marion SS# 439-42-0747	Date of Application for Reinstatement 4/5/55	Date Reinstated or Offered Reinstatement 1/24/56				Backpay Period 1/14/55 to 1/24/56	
Year & Quarter	Remarks	Interim Earnings	Xmas. & Vac. Bonus Expenses	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Churchill J. Brazelton (4/14 to end of quarter)	95.00	25.12	332.40	357.52	95.00	262.52
1955-3	Churchill J. Brazelton	350.00		410.00	410.00	350.00	60.00
1955-4	"	325.00		335.05	335.05	325.00	10.05
1956-1	"	80.00	16.65	196.33	212.98	80.00	132.98

Total Net Backpay 465.55

Woodfork,
Yvonne
SS# 433-40-6794

Date of Application for Reinstatement 4/5/55

Date Reinstated or Offered Reinstatement 7/25/55

Backpay Period 4/14/55 to 7/25/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/14 to end of quarter)			25.12	332.40	357.52		357.52
1955-3	Unemployed (Beginning of quarter to 7/25)				97.27	97.27		97.27

Total Net Backpay 454.79

Woodridge, Estella L. SS# 439-32-3284	Date of Application for Reinstatement 4/15/55	Date Reinstated or Offered Reinstatement 1/8/58	Backpay Period 4/22/55 to 1/8/58

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2	Unemployed (4/22 to end of quarter)			25.12	295.05	320.17		320.17
1955-3	Unemployed				410.00	410.00		410.00
1955-4	"				335.05	335.05		335.05
1956-1	"			16.65	526.18	542.83		542.83
1956-2	"				444.02	444.02		444.02
1956-3	"			28.92	428.10	457.02		457.02
1956-4	"			10.36	350.68	361.04		361.04
1957-1	"				494.81	494.81		494.81
1957-2	"			28.39	440.65	469.04		469.04
1957-3	"				449.21	449.21		449.21
1957-4	"				372.26	372.26		372.26
1958-1	" (Beginning quarter to 1/8)			11.05	70.24	81.29		81.29

Total Net Backpay 4736.74

Zeno,
Audrey Mae
SS# 437-46-4356

Date of Application for Reinstatement
4/5/55

Date Reinstated or Offered Reinstatement
6/9/55

Backpay Period
4/14/55 to 6/9/55

Year & Quarter	Remarks	Interim Earnings	Expenses	Xmas. & Vac. Bonus (Gross)	Wages for Period (Gross)	Total Gross	Net Interim Earnings	Net Back-pay
1955-2 (4/14 to 6/9)	New Orleans Laundries, Div. of Assoc. Baby Service Inc.	17.30			252.85	252.85	17.30	235.55

Total Net Backpay 235.55

IV.

A. Summarizing the facts and calculations specified above, the obligation of the Respondent to make whole the discriminatees under the Board Order and Court Decree will be discharged (except as to the discriminatees listed in the next paragraph, IV-B) by payment to the discriminatees named below the amounts set opposite their names, minus taxes required to be withheld from wages by Federal and State laws, and by the payment of the taxes so withheld, plus such additional taxes required by law to be paid by employers, to the appropriate tax collecting authorities.

Name	Amount
Alexander, Estrella	$ 533.21
Alexander, Iworner	43.82
Alonzo, Caledonia	88.12
Anderson, Beatrice	396.30
Anderson, Carrie	359.49
Anderson, Dora	75.53
Angrum, Ida M.	64.03
August, Gloria (Brown)	366.18
Aultman, Clarinda	454.81
Banks, Marion	1,052.07
Breaud, Leonce (deceased)	833.81
Brimmer, Bell	186.35
Brooks, Millie M.	461.10
Brown, Bessie	422.30
Brown, Evangeline Clark	555.68
Brown, Idele	454.80
Brown, Marguerite	286.68
Bryant, Miriam	49.94
Burkhalter, Ola Mae	69.16
Burns, Elizabeth	396.30
Campbell, Rose	1,340.81
Car, Katie Ruth	124.10
Carter, Mary Louise	31.81
Cart, Raymond	81.79
Clay, Helen	711.19
Clements, Lillie Mae	1,630.96
Coaston, Lucille	136.00
Coleman, Wilhelmina (Woods)	505.71
Columbus, Juanita	16.88
Coston, Ethel	64.91
Courseault, Shirley M. (Mercadel)	17.54

Name	Amount
Crawford, Shirley	270.17
Cropper, Clara	43.72
Darensbourg, Irma Ray	52.28
Davis, Elvera L.	380.73
Davis, Thelma (Mathews)	290.19
Delpit, Mathilda	225.54
Drake, Elizabeth	43.72
Duckett, Norma	495.84
Dufauchard, Arthemise	57.24
Dunn, Stella	319.23
Eddington, Isabella	48.73
Edgerson, Shirley M.	2,085.81
Evans, Alice	291.04
Farria, Vivian	193.19
Ferguson, Pearl	324.64
Fontenberry, Cleo	34.54
Fountain, Genever	75.53
Franklin, Zearlee	138.79
Gabriel, Geneva	385.99
Gant, Mary	342.81
Givens, Catherine	144.12
Green, Dorothy	2,816.15
Green, Genevieve	1,375.19
Green, Herise	223.55
Green, Louise	62.80
Griffin, Ethel (Abernathy)	50.08
Griffin, Joyce M.	23.53
Guidry, Mary A.	612.63
Hall, Catherine J.	240.20
Hamilton, Veoila (Gibson)	75.73
Harris, Freddie	187.77
Head, Marguerite	138.79
Hill, Bertha	1,246.94
Hollingshed, Gennie	800.09
Hubbard, Ruth	402.59
Hughes, Ninnie Bell	54.84
Jackson, Eleanor	492.44
Johnson, Luella	177.13
Johnson, Olivia	92.20
Johnson, Verna L.	2,768.41
Johnson, Virginia	511.42
Jolly, Ruth Joyce	130.72
Jones, Edna	69.16
Jones, Shirley Mae	311.05
Joshua, Olivia	68.38
Keeler, Johnnie Mae	450.59
Kelly, Dorothy	6.99
Kimble, Alnetta	348.22

Name	Amount
LaRoche, Sophie B.	862.52
LaRose, Gertrude	252.90
LeBeau, Edna	92.57
Lee, Ruby	50.08
Lyons, Lorraine	1,389.63
McKinnie, Leotha	31.63
Magee, Vivian	547.47
Margin, Eleanor	517.69
Marshall, Dorothy	63.43
Marshall, Willie Lee	800.58
Martin, Eliska	568.30
Matthews, Gloria	322.35
Monette, Roberta	43.72
Moore, Leola	344.80
Moore, Orelia	107.88
Moten, Lena Dixon	50.08
Myers, Mandy (Thomas)	15.36
Newman, Marietta	3,829.43
Newton, Rosie Lee	48.84
Nicholas, Clothilde	479.96
Parker, Shirley	260.41
Patterson, Elnora	319.21
Penn, Gloria Mae	10.51
Phillips, Louise	461.09
Powell, Melvina	100.85
Proctor, Mildred	953.80
Randall, Edna	256.13
Rapp, Gloria (Bearett)	44.52
Reeves, Nerlie	261.28
Richard, Pearl (deceased)	188.93
Richardson, Rose H.	402.80
Rollins, Geraldine	221.55
Rubit, Dorothy P.	441.80
Sanders, Ada (Newsom)	316.78
Sawyer, Ellen	95.19
Scott, Dolores W.	62.79
Seaton, Rebecca	82.34
Shelton, Clara Mae	377.74
Simpson, Lillie Mae	467.92
Sonia, Rosemary	200.70
Stewart, Millie Lee	454.81
Taplin, Dorothy (Duncan)	19.34
Thomas, Luvenia	371.84
Thomas, Mary	279.55
Thomas, Mignonette	1,830.19
Thornton, Jesenu A.	549.44
Valentine, Hilda	402.80

Name	Amount
Washington, Beatrice	115.80
Washington, Dorothy	209.65
Watford, Fannie M.	1,850.05
Watson, Mabel	360.26
Weathersby, Dorothy	660.90
Williams, Alice	198.96
Williams, Helen	1,806.65
Williams, Marion	465.55
Woodfork, Yvonne	454.79
Woodridge, Estella L.	4,736.74
Zeno, Audrey Mae	235.55
	$62,741.84

B. In addition to the amounts of net backpay claimed to be due the discriminatees listed in Paragraph IV-A above, the Respondent also has the obligation under the Board Order and Court Decree to make whole the discriminatees listed below by offering them reinstatement within the meaning of the Board Order and Court Decree; and by payment to them the amounts set opposite their names (minus taxes as stated in Paragraph IV-A above) which amounts of backpay cover the period of discrimination through July 8, 1961, plus an additional payment of backpay to them (calculated and arrived at in the same manner as described in Paragraphs II and III above) from July 8, 1961, until the date of their respective offers of reinstatement.

Name	Amount
Alexcee, Irene	$ 1,811.23
Allen, Victoria	3,674.61
Barnes, Sonora (Rochon)	6,475.02
Bentley, Helen	674.61
Berry, Ira Mae	2,608.95
Bickham, Amanda	7,515.09
Bowles, Doris E.	3,899.70
Bozonier, Marguerite	3,518.10
Brown, Elvera	6,029.32
Brumfield, Ruth	4,307.69
Burns, Hazel	6,592.28
Cheri, Miriam	1,632.97
Cooper, Bessie (Lee)	4,401.12
Cornish, Estella	5,628.78

Name	Amount
Dandridge, Dorothy	6,268.43
Davis, Georgianna (Dervisa)	988.69
Davis, Lenora	523.32
Delpit, Gloria	1,908.56
Denley, Alice T. (Gabriel)	4,842.11
Dixon, Gloria	968.69
Fernandez, Minnie Mae	2,953.35
Foreman, Ethel M.	3,895.28
Francis, Edna	6,487.51
Fulton, Vera	5,61[illegible]92
Gamble, Indiana (Plummer)	[illegible]3
Green, Jimmie Lou	[illegible]
Griffin, Audrey Mae	[illegible]
Haynes, Gustavia (Gale)	3,246.25
Haynes, Ida	7,607.88
Henderson, Victoria	2,938.50
Hicks, Rose Marie	3,876.35
Holden, Helen	357.54
Jackson, Louise	4,617.11
Jeff, Catherine (Clark)	5,055.87
Johnson, Eunice	7,569.04
Johnson, Maybelle	4,636.63
Landry, Lila Coston (Thompson)	2,344.19
Lanier, Elmarie (Carolina)	3,272.59
Lanier, Ernestine	8,241.23
Larrieu, Louis, Jr.	3,552.60
Learson, Dorothy White	570.84
Lesene, Amelia	357.54
Lewis, Audrey Ann	6,774.34
Lewis, Doris	1,301.36
Lewis, Leonard T., Jr.	957.59
Lockett, Marie G.	7,609.08
Lodge, Kathleen	2,452.98
Lotten, Herbert	1,407.41
Martin, Noel	1,306.87
Merredith, Geraldine	7,843.09
Montgomery, Bessie	3,070.37
Morrison, Elouise (Epps)	4,593.01
Nash, Adele (Hall)	3,549.00
Ocampo, Desrderia	1,989.10
Parker, Anna	8,020.73
Parnell, Yvonne	5,449.30
Ray, Wilhelmina	4,460.60
Recasner, Isabelle (Jenkins)	1,847.76
Reed, Dorothy Kearney	5,750.16
Robertson, Adele Lewis	767.56
Rubit, Dorothy B.	3,827.70

Name	Amount
Smith, Leonardine	5,009.59
Smith, Octavia	7,692.60
Taylor, Mary Lee	6,459.62
Thornton, Rosalie	4,106.71
Walker, Hattie	4,328.10
Walker, Marjorie	2,677.95
Wallace, Alma	3,329.79
Washington, Lula Mae	5,305.52
White, Beatrice	5,963,31
	$280,022.23

PLEASE TAKE NOTICE that on the 29th day of January, 1962, at ten o'clock in the forenoon (CST) at:

Hearing Room
820 Lowich Building
2026 St. Charles Avenue
New Orleans, Louisiana

a hearing will be held before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the above Specification, at which time you will have the right to appear in person, or otherwise, and give testimony.

You are further notified that pursuant to Section 102.54 of the Rules and Regulations of the National Labor Relations Board the Respondent shall, within 15 days from the service of the Specification, file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to the Specification. To the extent that an answer filed pursuant to Section 102.54 of the Board's Rules and Regulations fails to deny allegations of the Specification in the manner required under paragraph (b) of the above Section and the failure so to do is not adequately explained, such allegations shall be deemed to be admitted to be true and the Respondent shall be precluded from introducing any evidence controverting such allegations.

Dated at New Orleans, Louisiana, this 16th day of November, 1961.

NATIONAL LABOR RELATIONS BOARD

/s/ JOHN F. LEBUS
By .....
JOHN F. LEBUS
Regional Director
National Labor Relations Board
Fifteenth Region

820 Lowich Building
2026 St. Charles Avenue
New Orleans 13, Louisiana